

EXHIBIT A

Gass, Mona

From: Axe, Al [aaxe@winstead.com]
Sent: Thursday, August 19, 2010 11:53 AM
To: 'RobMarSur@aol.com'
Cc: Cermak, John F.; Inglin, Sonja A.; Foringer, Jenn
Subject: San Jacinto River Waste Pits Site

Jay,

It is my understanding that you are no longer represented by John Dugdale so I am emailing you directly.

EPA has directed International Paper Company (IP) and McGinnes Industrial Maintenance Corporation (MIMC) to conduct additional work at the Site for which we will need access from Big Star. Therefore, we would like to schedule a time when we could visit with you about the current activities and access needs. Please let us know when you would be available for such a call. Thanks. Al

Albert R. Axe, Jr.

Direct: (512) 370-2806

Fax: (512) 370-2850

profile link: <http://www.winstead.com/Attorneys/aaxe>

IRS Circular 230 Required Notice--IRS regulations require that we inform you as follows: Any U.S. federal tax advice contained in this communication (including any attachments) is not intended to be used and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter[s].

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9/29/2010

EXHIBIT B

Gass, Mona

From: Inglin, Sonja A.
Sent: Tuesday, September 07, 2010 8:49 AM
To: 'RobMarSur@aol.com'
Cc: 'Axe, Al'; Cermak, John F.
Subject: San Jacinto Waste Pits Superfund Site - Fence Extension and Access
Attachments: Pages from Additional Fencing and Warning Signs - 08 31 2010.pdf - Adobe Acrobat Pro.pdf; SJRWP Superfund Site Lay Down Area (2).pdf

Jay,

When Al and I talked with you, we mentioned EPA's request for additional fencing to limit access to the River. Attached is an aerial photograph showing the proposed location of the additional fencing, as approved by EPA. We will want to discuss with you arrangements for access for installation of the additional fencing, along with access related to the work that will take place on the McGinnis Tract. Attached is an aerial photograph that contains a preliminary layout with respect to the portions of the property that we propose to use for an equipment laydown and related purposes in connection with upcoming work on the McGinnis Tract. If you have questions regarding the fencing location or the preliminary layout, Al and I would be glad to schedule a call to discuss them. Sonja

PS - Please let us know if there are any developments related to the judgment.

Sonja A. Inglin | Baker & Hostetler LLP

12100 Wilshire Boulevard, 15th Floor | Los Angeles, California 90025
Telephone: (310) 442-8889 | Facsimile: (310) 820-8859
Email: singlin@bakerlaw.com

9/29/2010



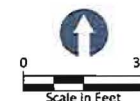
SOURCE: Martin Survey Associates, Inc. survey dated 2/23/2010 - 3/01/2010.

NOTES:

1. The fence shall be 8-foot tall, 2-inch mesh material with top rails and line posts on 10-foot centers with concrete footings. Terminal posts will be trussed and braced.
2. Access gates will be two 12-foot wide leafs providing a 24-foot wide opening.
3. Three strands of barbed wire on a pressed arm will be installed along the top of the fence and gates, making the completed system 9-foot tall.
4. The fence shall be lowered underneath the bridges to fill void between the ground and bridge concrete. The fence shall abut but not attach or touch TxDOT bridge.
5. Coordinates are in Texas State Plane, NAD 83 (South Central Zone).
6. Coordinates shown are grid. Multiply by 1.0001007882 to convert to surface coordinates.

LEGEND:

- Proposed Fence Line
- Proposed Phase II Fence Line
- Site Fencing Area
- McGinnes Property Boundary
- Texas Department of Transportation (TxDOT) Right-Of-Way (Approximate)
- Sign Location



OPERATION OR PARKING OF VEHICLES UNDER OR WITHIN 10 FEET OF I-10 BRIDGES IS PROHIBITED.

Exhibit A-1
Site Fencing Area
San Jacinto River Waste Pits Site



San Jacinto Waste Pits Superfund Site, Big Star Property Lay Down and Staging Area

EXHIBIT C

Gass, Mona

From: Inglin, Sonja A.
Sent: Thursday, September 23, 2010 5:05 PM
To: 'RobMarSur@aol.com'
Cc: Axe, Al
Subject: San Jacinto Waste Pits Superfund Site - Access
Attachments: AUSTIN_1-#610965-v2-Letter_to_Jay_Roberts.DOC

Jay,

To follow-up on our prior discussions, attached for your review is a proposed Third Addendum to the Consent to Access. The Third Addendum provides for a map to be attached showing the location of fencing. We are having an updated version of the map sent to you previously prepared. It will show the western boundary of the fence located inside the Big Star property boundaries and will also show the location and details of the third gate in the fence. It may also include changes in the proposed location of the equipment laydown area, as well as the location for proposed storage of construction materials. Please let Al and I know if you have any questions about the Third Addendum. If you need a complete copy of the Consent to Access and the two prior addenda, please let me know and I will be glad to forward them to you. We expect to have the sampling results to you very shortly. Sonja

Sonja A. Inglin | Baker & Hostetler LLP

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9/29/2010

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September __, 2010

Sonja A. Inglin
direct dial: 310.442.8889
singlin@bakerlaw.com

VIA E-MAIL

Mr. Jay Roberts
President
Big Star Barge & Boat Company, Inc.

Houston, TX

Re: Third Addendum to February 10, 2010 Consent for Access to Property of
Big Star Barge & Boat Company, Inc.

Dear Jay:

This letter, when counter-signed by you in your capacity as president of Big Star Barge & Boat Company, Inc. ("Big Star"), will constitute a third addendum ("Third Addendum") to the Consent for Access to Property dated February 10, 2010 (the "Consent"). A copy of the Consent, the Addendum dated April 8, 2010 ("First Addendum") and the Second Addendum dated May 12, 2010 (the "Second Addendum") are attached and marked as Exhibit 1.

Big Star is the owner of the Properties (as such term is defined in the Consent). Pursuant to the terms of the Consent, Big Star has granted certain rights of access to, among others, McGinnes Industrial Maintenance Corporation ("MIMC") and International Paper Company ("International Paper") and their officers, employees, contractors and authorized representatives in connection with work required to be performed in connection with the Site (as such term is defined in the Consent). The Consent, together with the First Addendum and Second Addendum, are hereby amended so that access is granted to the Properties for so long as may be required to:

(1) install and maintain fencing and gates in the locations generally depicted on the map, a copy of which is attached and marked as Exhibit 2 (the "Map"), and to place EPA-authorized signs, in order to prevent unauthorized entry onto the Properties and the Site;

(2) improve, construct and use roads, equipment laydown and staging areas and to stockpile and store aggregates and other construction materials in the locations as are generally depicted on the Map, for purposes of work to be performed at the Site; and

Chicago Cincinnati Cleveland Columbus Costa Mesa
Denver Houston Los Angeles New York Orlando Washington, DC

(3) conduct sampling to determine the level and extent of any existing soil, sediment or water contamination, construct any necessary barriers or measures to prevent releases or threatened releases of hazardous substances, pollutants or contaminants at, on or from the Properties and to take any other action as may be required by the United States Environmental Protection Agency.

This Third Addendum shall not be deemed to limit or change access for other purposes and to other areas of the Properties authorized by the terms of the Consent, First Addendum and Second Addendum.

MIMC and International Paper will notify Big Star before accessing the Properties for purposes of the initial construction of the fencing and gates and with respect to initial access for purposes of other activities on the Properties authorized by this Third Addendum. Upon completion of construction of the fencing referred to above, Big Star will be provided with three sets of keys to each of the access gates on the Properties. Should the locks on any of the access gates be changed, Big Star will be provided with replacement sets of keys for such gate(s).

Please confirm Big Star's agreement to the above terms of the Third Addendum by counter-signing and dating a copy of this letter below and returning the counter-signed copy to me.

Sincerely,

Sonja A. Inglin

Enclosures

AGREED TO:

BIG STAR BARGE & BOAT COMPANY, INC.

By: _____
Jay Roberts
President

Dated: September __, 2010

EXHIBIT D

Gass, Mona

From: Inglin, Sonja A.
Sent: Tuesday, September 28, 2010 5:06 PM
To: RobMarSur@aol.com
Cc: Axe, Al
Subject: Big Star Access Agreement
Attachments: 09055701-BigStar Fence Fig 1 100927.pdf

Jay,

Attached for your review is a figure showing the proposed location of the fencing on the Big Star property. We expect to have the sample results to you in the next day or so, along with a map showing the areas of the property on which we propose to place an equipment laydown area and store construction materials. Please let Al and I know if you have any questions regarding the attached figure or the proposed addendum to the Consent to Access that I forwarded to you previously. Sonja

Sonja A. Inglin | Baker & Hostetler LLP

12100 Wilshire Boulevard, 15th Floor | Los Angeles, California 90025

Telephone: (310) 442-8889 | Facsimile: (310) 820-8859

Email: singlin@bakerlaw.com

9/29/2010



SOURCE: Martin Survey Associates, Inc. survey dated 2/23/2010 - 3/01/2010.

NOTES:

1. The north to south fence access to TxDOT shall be 8 feet tall, 2-inch mesh material and have top rails and line posts on 10-foot centers with concrete footings. Terminal posts will be trussed and braced. The remaining fence along the Big Star property will be a minimum of 6 feet tall, 2-inch mesh with top rails.
2. Access gates will be two 12-foot-wide leaves providing a 24-foot-wide opening.
3. Three strands of barbed wire on a pressed arm will be installed along the top of the fence and gates, making the completed system 9 feet tall.
4. The existing 12-foot wide access gate will be improved to provide two 12-foot-wide leaves, providing a 24-foot-wide opening.
5. Coordinates are in Texas State Plane, NAD 83 (South Central Zone).
6. Coordinates shown are grid. Multiply by 1.0001007882 to convert to surface coordinates.
7. The fence along TxDOT ROW along the southern property line is heavily overgrown and requires clearing prior to repair or replacement.
8. Abut existing fence from the north and east, with the option to install one 12-foot gated opening, field verified with property owner.

LEGEND:

- | | | | |
|--|---|--|----------------------------|
| | Proposed Fence Line | | Big Star Property Boundary |
| | River Fencing Area | | Column Caps |
| | McGinnes Property Boundary | | |
| | Texas Department of Transportation (TxDOT) Right-Of-Way (Approximate) | | |

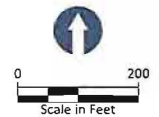


EXHIBIT E

Gass, Mona

From: Rich O'Connell [Rich.OConnell@txdot.gov]
Sent: Friday, August 06, 2010 6:32 AM
To: Inglin, Sonja A.; Nann.Barbara@epamail.epa.gov; aaxe@winstead.com
Cc: Leonard Polk; Rod Kimbro
Subject: San Jacinto // signed license agreement
Attachments: DOC080610.pdf; Exhib B.San Jacinto River Site - Exhibit B.pdf; Exhib A.TxDOT Sampling Plan Revised July 16, 2010.pdf

Al and Sonja,

Here's a pdf of the signed license agreement for sampling. I'll mail the hard copy to you.

(I'll send a second email without the exhibits, in case this email is too large.)

Rich

Rich O'Connell, Office of General Counsel, ((512) 463-8630)

>>> "P-OGC12-T520" <P-OGC12-T520@dot.state.tx.us> 8/6/2010 11:22 AM >>>

Scanned from MFP-06956561.

Date: 08/06/2010 08:22

Pages:11

Resolution:200x200 DPI

=====
TxDOT is going Green to keep our air clean.
Find out how at
www.drivecleanacrosstexas.org

9/29/2010

Harris County
IH 10

LICENSE AGREEMENT
BETWEEN
TEXAS DEPARTMENT OF TRANSPORTATION,
MCGINNES INDUSTRIAL MAINTENANCE CORPORATION,
AND
INTERNATIONAL PAPER COMPANY

SAMPLING AND DATA COLLECTION

THIS AGREEMENT ("Agreement") is between the State of Texas, acting through the Texas Department of Transportation ("State" or "Department"), on the one hand, and McGinnes Industrial Maintenance Corporation, a Texas Corporation ("MIMC"), and International Paper Company, a New York Corporation ("International Paper"), on the other hand. MIMC and International Paper are together identified as "Licensees." The Agreement is effective on the date the last party executes it.

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Interstate Highway (IH) 10 in Harris County; and

WHEREAS, on March 19, 2008, the United States Environmental Protection Agency ("EPA") placed the San Jacinto River Waste Pits Site ("Site") on the National Priorities List, in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9606 ("CERCLA"). The Site is adjacent to the San Jacinto River and just north of the right of way of IH 10. On November 20, 2009, the EPA, Region 6, issued a Unilateral Administrative Order for Remedial Investigation/Feasibility Study ("RI/FS Order") concerning the Site, and named as respondents MIMC and International Paper. The RI/FS Order requires the respondents to investigate and prepare a feasibility study. MIMC and International Paper have also entered into an Administrative Order on Consent with EPA dated May 11, 2010 to perform certain site stabilization activities with respect to the Site, and is referred to collectively with the RI/FS Order as the "EPA Orders"; and

WHEREAS, the State and the Licensees previously entered into that certain License Agreement effective as of April 1, 2010 whereby the State granted Licensees access to certain portions of the State's right-of-way to allow for the construction and maintenance of fences that are intended to prevent access to the public to the Site and to the San Jacinto River (the "Fence License Agreement");

WHEREAS, Licensees also request access to the State's right-of-way to conduct sampling pursuant to a sampling plan, a copy of which is attached to this Agreement as Exhibit A ("Sampling Plan") and other sampling and data collection activities required by the EPA Orders; and

WHEREAS, the State agrees that MIMC and IP, and their contractors may access the State's right-of-way as necessary to implement the Sampling Plan and other sampling and data collection activities required by the EPA Orders.

NOW THEREFORE, the parties agree as follows:

1. LICENSE & PERMISSION.

a. The State holds title to the right of way for IH 10. The State's right of way includes the area shown in Exhibit B to this Agreement. For purposes of this Agreement, the areas of the right-of-way to which access is being granted is referred to as the "Subject Property." The State hereby grants license and permission to Licensees to enter and conduct activities related to sampling and data collection on the Subject Property as needed to implement the Sampling Plan and to conduct any other sampling or data collection activity required under the EPA Orders or approved by TxDOT (collectively, the "Authorized Activities"). It is expressly understood that the State does not purport hereby to grant any right, claim, title or easement in or upon highway right of way.

b. The design, installation, operation and maintenance of the Authorized Activities will be at the sole cost and expense of Licensees.

c. The State grants permission subject to any use and occupancy agreements or other rights which utility companies currently or in the future may hold to maintain and operate poles, wire lines, and pipelines on, over, or under the Subject Property. Licensees or their contractors must make their own arrangements with utility companies for any necessary relocation or alteration of utility facilities.

d. This license and permission is granted solely for purposes of the Authorized Activities and to the extent as is necessary to comply with the EPA Orders. It is expressly subject and subordinate to the present and future rights of the State, its successors, assignees, lessees, grantees and licensees, to (1) maintain, use, operate, and renew on, beneath, or above the surface of the Subject Property any roadways, telephone, telegraph, power, communication, or signal lines, poles or appurtenances, fiber optic communications, tracks, pipelines, structures, improvements, or facilities of similar or different character, as now or in the future located, and (2) construct, install, establish, and maintain, use, operate, and renew on, beneath, or above the surface of the Subject Property, any or all said things. The State has provided Licensees with a list of such rights that have been granted with respect to the Subject Property and will, if possible, notify Licensees in advance of any intended grant of such rights in the future which may impact or affect the Authorized Activities.

e. When deemed necessary by the State, Licensees shall relocate all or any portion of the Authorized Activities. The relocation of the Authorized Activities shall be at the sole cost and expense of Licensees. The State must consult with Licensees prior to requesting the relocation of the Authorized Activities.

f. If the State elects to stop using the Subject Property for public road purposes, this Agreement as it applies to the portion of the Subject Property no longer used for public road purposes shall expire six months after the Department provides written notice to

Licensees. The Department may be required to sell the property no longer needed for public road purposes according to State law in effect at the time the property is deemed not needed.

2. SAMPLING AND DATA COLLECTION.

a. Except for the Sampling Plan attached as Exhibit A, Licensees shall submit to the Department any plans for sampling and data collection on the Subject Property. The Department shall accept or reject the plans, at the Department's discretion, in writing within 30 days of receipt.

b. The State will not assume any costs associated with sampling and data collection. The Department's approval of plans will not relieve Licensees or their contractors of any responsibility or liability.

c. Upon request by the Department due to traffic issues associated with the Subject Property, Licensees shall deliver to the Department traffic control plans that are reasonably acceptable to the Department, and designed in accordance with Texas Manual of Uniform Traffic Control Devices and prepared by an engineer licensed to practice in Texas. After a request is made, Licensees cannot enter the Subject Property, prior to Licensees submitting traffic control plans to the Department and obtaining the Department's written approval of the plans. Licensees shall comply with such plans at Licensees' expense. If during sampling and data collection it becomes necessary or desirable to substantially modify such plans, prior written approval must be obtained from the Department. Licensees shall make all reasonable efforts to not perform sampling or data collection activities that might have a significant impact on motor vehicle traffic flow during peak traffic hours. Except for emergency maintenance work, Licensees shall give the Department at least ten days written notice prior to commencement of any work that includes control measures for motor vehicle traffic. Licensees' compliance with the requirements of this Section shall not relieve Licensees or their contractors of any responsibility or liability.

d. Licensees must give three days written notice to the Department prior to initial commencement of sampling or data collection pursuant to the sampling plan attached hereto as Exhibit A so that a Department inspector may observe the activities. To the extent that a shorter period of notice is desired in order for Licensees to comply with deadlines in the EPA Orders, the Department shall, if reasonably possible, agree to shorten the period of required notice.

e. Licensees must also give notice by telephone 24 hours in advance prior to each instance of entering the Subject Property to conduct any work under the Agreement by contacting the Department's East Harris Maintenance Supervisor at (713) 636-7400. Such notice is not required after the first day if Licensees are working on the Subject Property on consecutive days. For emergency operations, Licensees or their contractor shall contact the Department's East Harris Maintenance Supervisor at the same number as soon as possible.

f. Licensees' contractors shall provide the insurance coverages as contained in Section 4 of this Agreement before commencing any work on State property.

g. Licensees shall, pursuant to the Fence License Agreement and this Agreement, provide the Department with access to all gates in the fence (including keys, pass codes, or other means of ingress and egress) and the Department shall have the right to open and close gates as necessary for purposes of maintenance or construction in the right of way.

h. Licensees or their contractors shall furnish material for and perform the work to be done by them under this Agreement in accordance with the approved plans.

i. Licensees shall not make changes or alterations to State roadways or other State-owned facilities on the Subject Property, unless the State first approves of the changes in writing. The changes will be made at the Licensees' cost. Licensees or their contractors must undertake such work as is necessary to maintain continuous service on the State's roadways, and to restore such roadways to their former condition of service.

j. Licensees must give written notice to the Department when sampling and data collection activities of which they have given notice under subsections d or e of this Section 2 are complete.

3. INDEMNITY AND INSURANCE.

a. WITH ACKNOWLEDGEMENT OF ALL PARTIES OF THE UNIQUE CIRCUMSTANCES SURROUNDING SAMPLING AND DATA COLLECTION UNDER AND AROUND STATE ROADS AND HIGHWAYS, IT IS ACKNOWLEDGED AND AGREED THAT THE DEPARTMENT SHALL NOT HAVE ANY LIABILITY, RESPONSIBILITY OR OBLIGATION WITH RESPECT TO LICENSEES' USE OR OCCUPANCY OF THE SUBJECT PROPERTY, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR INJURIES TO LICENSEES' EMPLOYEES, AGENTS, INVITEES, OR ANY THIRD PARTIES, OR DAMAGE TO LICENSEES' PROPERTY, OR THE PROPERTY OF LICENSEES' EMPLOYEES, AGENTS, INVITEES, OR ANY THIRD PARTIES, ARISING FROM OR AS A RESULT OF LICENSEES' USE OR OCCUPANCY OF THE SUBJECT PROPERTY, OR LICENSEES' FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT. LICENSEES EXPRESSLY COVENANT AND AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING THE TEXAS CONSTITUTION, TO PROTECT, INDEMNIFY, RELEASE, DEFEND AND HOLD FREE AND HARMLESS THE DEPARTMENT AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, INVITEES, AGENTS, AND CONTRACTORS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LIENS, STOP NOTICES, LIABILITIES, LOSSES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, ACTIONS, CAUSES OF ACTION OR SUITS IN EQUITY, OF WHATSOEVER KIND OR NATURE (COLLECTIVELY, "LIABILITIES"), ARISING FROM OR AS A RESULT OF LICENSEES' USE OR OCCUPANCY OF THE SUBJECT PROPERTY.

b. Licensees, at their sole cost and expense, shall each carry commercial general liability insurance coverage with a company licensed by the Texas Department of Insurance and in a minimum amount of \$1,000,000.00 for each occurrence, and \$2,000,000.00 general aggregate for each one year period. The policy must insure against bodily injury, death

and property damage, and must include: (i) coverage for premises and operations; and (ii) contractual liability coverage insuring the obligations of the Licensee under this Agreement, including but not limited to the indemnity obligations. The policy must name the Department as an additional insured and shall include a waiver of subrogation endorsement in a form acceptable to the Department. Each Licensee shall furnish the Department with either (i) a copy of the actual insurance policy or (ii) a certificate of insurance evidencing all coverage required prior to the effective date of this Agreement, and a copy of the Additional Insured Endorsement pertaining to the State. Each Licensee shall cause their insurance carrier to certify that the insurance will not be canceled without the insurer giving thirty (30) days prior written notice to the Department. LICENSEES SHALL, IF POSSIBLE, PROVIDE AN INSURANCE CERTIFICATE USING FORM 1560, IT BEING UNDERSTOOD AND AGREED, HOWEVER, THAT SUCH FORM IS BEING USED ONLY FOR PURPOSES OF ADMINISTRATIVE CONVENIENCE AND THAT THE COVERAGES AS DESCRIBED AND REQUIRED IN THIS AGREEMENT SUPERSEDE THE SPECIFIED COVERAGES ON FORM 1560.

4. INSURANCE REQUIREMENTS FOR CONTRACTORS.

a. Each contractor, at its sole cost and expense, shall carry commercial general liability insurance coverage with a company licensed by the Texas Department of Insurance and in a minimum amount of \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate for each one year period. The policy must insure against bodily injury, death and property damage, and must include coverage for premises and operation. Before entering the Subject Property, a contractor must provide the Department with the State's Certificate of Insurance (Form 1560) showing compliance with the insurance coverages. THE INSURANCE COVERAGES AS DESCRIBED AND REQUIRED IN THIS AGREEMENT SUPERCEDE THE SPECIFIED COVERAGES ON FORM 1560. FORM 1560 SHALL BE USED SOLELY FOR PURPOSES OF ADMINISTRATIVE CONVENIENCE.

b. The State shall be included as an "Additional Insured" by endorsement to policies issued for the required insurance described above. If any part of the work is sublet, similar insurance shall be provided by or on behalf of the subcontractors to cover their operations. The insurance shall be kept in force until the work performed on State property has been completed. If for any reason insurance coverage is not kept in force, all work on State property shall be stopped until either (i) a copy of acceptable insurance, or (ii) an acceptable Certificate of Insurance and copy of the Additional Insured Endorsement pertaining to the State, is provided to the Department. A contractor shall be responsible for any deductions stated in an insurance policy. Policies must include a waiver of subrogation endorsement in favor of the State.

c. Each of Licensees' contractors must certify compliance with all applicable laws and rules relating to workers' compensation insurance. This certification requirement also applies to subcontractors.

5. ACCEPTANCE OF PREMISES; DISCLAIMER. Licensees acknowledge that they enter the Subject Property "AS IS" with all faults, including but not limited to any and all pollutants, asbestos, underground storage tanks and/or any other hazardous materials, and that

the Department has not made any representations or warranties as to the condition of the Subject Property. Licensees hereby waive any and all causes of action, claims, demands, and damages based on any warranty, express or implied, including but not limited to any implied warranty of suitability for a particular purpose, any and all warranties of habitability, and any other implied warranties not expressly set forth in the Agreement. Licensees acknowledge and agree that Licensees have fully exercised the right to inspect the Subject Property for any defects as to the suitability of such property for the purpose to which Licensees intend to put it. This Agreement is subject to all covenants, easements, reservations, restrictions and other matters applicable to the Subject Property, and Licensees are using the property subject to rights, if any, of any other persons or entities, including utilities authorized to be in the right of way of a state highway. The Department will not have to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Agreement or the Licensees' activities on the Subject Property. The provisions of this Section 5 shall survive the expiration or termination of this Agreement.

6. COMPLIANCE WITH LAWS; HAZARDOUS MATERIALS. Licensees, at their own expense, will comply with all Federal, State, county, municipal, and other law and orders applicable to Licensees' work and their activities on the Subject Property under this Agreement. Licensees shall not discharge waste, sewage, garbage, oil or gas on the Subject Property. Licensees shall not commit any act or permit any act which creates or may create a nuisance in or upon the Subject Property during the term of this Agreement. Licensees, at their sole cost and expense, shall take any and all corrective action required by any applicable Federal or State laws, codes, rules and regulations to clean up, remove and abate any and all soil contamination, groundwater contamination or any other contamination of the Subject Property caused by Licensees' release or discharge of any hazardous, toxic or otherwise harmful substances in, on, under and around the Subject Property applicable to Licensees' work and their activities on the Subject Property under this Agreement. Notwithstanding anything herein to the contrary, no part of the Subject Property shall be used for the manufacture or storage of flammable, explosive or hazardous materials or for any occupation or use that the Department deems to be hazardous to the adjacent highway users, whether Department employees or agents, or the traveling public. The provisions of this Section 6 shall survive the termination of this Agreement.

7. COMPLIANCE WITH ENVIRONMENTAL REVIEW REQUIREMENTS. Any required environmental review of Authorized Activities on the Subject Property, including review under the National Environmental Policy Act (42 U.S.C. § 4332), is the responsibility of Licensees, and will be conducted at Licensees' own cost.

8. PROTECTION OF UTILITY FACILITIES. Utility facilities may be buried on the Subject Property. Protection of the utility facilities is of extreme importance since any break could disrupt service to users. Licensees or their contractor shall telephone the Department (Permit Office in the Houston District Headquarters) during normal business hours (7:00 a.m. to 4:00 p.m., Central Standard Time, Monday through Friday, except holidays) at (713) 802-5554 for permitted public utilities buried anywhere on the Subject Property. For Department fiber optic cable, Licensees or their contractor shall telephone the Department (Signal Construction & Maintenance) at (713) 802-5661. Other non-permitted utilities may exist on the Subject Property. The Licensees and contractors are solely responsible for any damage or destruction of

any utility facility on the Subject Property. The Department's review of its utility records in response to a request will not relieve Licensees and contractors of their sole responsibility for any damage or destruction caused by Licensee's activities. Licensees or their contractor shall also utilize the One Call system. If utilities exist then Licensees will telephone the utility companies involved, make arrangements for a facility locator and, if applicable, for relocation or other protection of the utility facilities. Licensees or contractor shall not commence work until all such protection or relocation has been accomplished.

9. LIMITED ACCESS. Licensees must keep their employees, contractors, material, and machinery within the Subject Property, and no closer than 10 feet from the outside of the IH 10 bridges. No portion of the Subject Property may be used for the storage of materials or equipment. Vehicles and equipment shall not be left on the Subject Property overnight or left unattended. Operation of vehicles or equipment under or within 10 feet of the IH 10 bridges is prohibited. There shall be no crossings of public roads except at existing, open, and public crossings, or at locations mutually agreed upon by Licensees or their contractor and the Department.

10. TERM.

a. This Agreement shall expire on Licensees' completion of the Sampling Plan and all sampling and data collection work required by the EPA Orders, or 180 days after the effective date of this Agreement, whichever date is earlier. No later than sixty days before the expiration of the Agreement the Licensees may submit a written request to the Department to extend the term of the Agreement. The Department reserves the right to approve or deny the request. The Department reserves the right to terminate the Agreement at any time after notifying the other parties in writing at least sixty (60) days in advance of the intended termination.

b. Upon expiration or termination of the Agreement, and unless otherwise authorized by the Department, the Licensees shall promptly restore the Subject Property to the satisfaction of the State, at Licensees' expense.

11. ASSIGNMENT OF AGREEMENT. The Department may assign its rights under this Agreement upon giving the Licensees written notice of the assignment. A Licensee may assign its obligations, rights and privileges under the Agreement, in whole or in part, only with the written consent of the Department. Any attempt by a Licensee to assign obligations, rights and privileges, whether voluntary, by operation of law, or otherwise, without consent in writing by the Department, shall be void and, at the option of the Department, cause for termination of the Agreement.

12. RESPONSIBLE FOR ACTIONS. The Licensees acknowledge that they are not an agent, servant, or employee of the Department, and are responsible for their own acts and deeds and for those of their agents and employees. The Licensees are jointly and severally liable for compliance with the Agreement.

13. EXISTING AGREEMENTS. Except as provided in the succeeding sentence, this Agreement shall control and supersede any prior understandings or written or oral agreements

between the parties concerning the Subject Property and with respect to the subject matter contained herein. This Agreement has no effect on the Fence License Agreement.

14. **VALIDITY.** If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated.

15. **AUTHORITY.** The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the Party represented.

16. **INTERPRETATION.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

17. **NOTICES.** Notices, correspondence, and other documentation shall be mailed to the following addresses:

For the State of Texas:

Director of Maintenance
Houston District Office
Texas Department of Transportation
7600 Washington Avenue
Houston, Texas 77007

(The Director of Maintenance at (713) 802-5551 is available to answer questions concerning the submission of written materials to the Department.)

For McGinnes Industrial Maintenance Corporation:

Francis Chin,
Legal Department
1001 Fannin, Suite 4000
Houston, TX 77002-2770

with a copy to:

Albert R. Axe
Winstead, PC,
401 Congress Ave, Suite 2100
Austin, TX 78701

For International Paper Company:

International Paper Company
Legal Department
Attention: Steven J. Ginski, Esq.
6400 Poplar Ave.
Memphis, TN 38197

with a copy to:

John F. Cermak, Jr.
Baker & Hostetler LLP
12100 Wilshire Boulevard, 15th Floor
Los Angeles, CA 90025

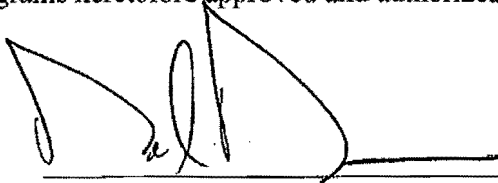
Notices shall be sent via hand-delivery or certified mail, return receipt requested, and shall be deemed received upon receipt.

IN WITNESS WHEREOF, the State and Licensees have executed duplicate counterparts of this agreement on the dates indicated below.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:



Delvin L. Dennis, P.E.,
District Engineer, Houston District

Date

8/3/10

MCGINNES INDUSTRIAL MAINTENANCE CORPORATION,

By:

Date

INTERNATIONAL PAPER COMPANY

By:

Date

Notices shall be sent via hand-delivery or certified mail, return receipt requested, and shall be deemed received upon receipt.

IN WITNESS WHEREOF, the State and Licensees have executed duplicate counterparts of this agreement on the dates indicated below.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Delvin L. Dennis, P.E.,
District Engineer, Houston District

Date _____

MCGINNES INDUSTRIAL MAINTENANCE CORPORATION,

By: John Van Gessel
John Van Gessel, as its
Vice President

Date 7/19/2010

INTERNATIONAL PAPER COMPANY

By: _____

Date _____

Notices shall be sent via hand-delivery or certified mail, return receipt requested, and shall be deemed received upon receipt.

IN WITNESS WHEREOF, the State and Licensees have executed duplicate counterparts of this agreement on the dates indicated below.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____ Date _____
Delvin L. Dennis, P.E.,
District Engineer, Houston District

MCGINNES INDUSTRIAL MAINTENANCE CORPORATION,

By: _____ Date _____

INTERNATIONAL PAPER COMPANY

By: Richard C. Pri Date July 21, 2010

TXDOT RIGHT-OF-WAY FIELD SAMPLING PLAN

Prepared for

McGinnes Industrial Maintenance Corporation
International Paper Company

Prepared by



Anchor QEA, LLC
614 Magnolia Avenue
Ocean Springs, Mississippi 39564

July 2010

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LIST OF ACRONYMS AND ABBREVIATIONS

| Abbreviation | Definition |
|---------------------|--|
| Anchor QEA | Anchor QEA, LLC |
| AOC | Administrative Order on Consent |
| COC | chain-of-custody |
| DGPS | differential global positioning system |
| dw | dry weight |
| FL | Field Lead |
| FSP | Field Sampling Plan |
| GPS | global positioning system |
| HASP | Health and Safety Plan |
| I-10 | Interstate Highway 10 |
| Integral | Integral Consulting Inc. |
| IPC | International Paper Company |
| kg | kilogram |
| MIMC | McGinnes Industrial Maintenance Corporation |
| ng | nanogram |
| PRG | preliminary remediation goal |
| QA | quality assurance |
| QA/QC | quality assurance and quality control |
| QC | quality control |
| RI/FS | Remedial Investigation and Feasibility Study |
| ROW | Right-Of-Way |
| Site | San Jacinto River Waste Pits Superfund Site |
| SOP | standard operating procedure |
| TCEQ | Texas Commission on Environment Quality |
| TCRA | time critical removal action |
| TEQ | toxicity equivalent |
| Tract | Virgil C. McGinnes, Trustee tract |
| TXDOT | Texas Department of Transportation |
| UAO | Unilateral Administrative Order |
| USEPA | U.S. Environmental Protection Agency |

1 INTRODUCTION

This document presents the Field Sampling Plan (FSP) prepared on behalf of McGinnes Industrial Maintenance Corporation (MIMC) and International Paper Company (IPC) for a focused soil sampling effort on a right-of-way (ROW) owned by the Texas Department of Transportation (TxDOT) in Harris County, Texas (Figure 1). The ROW is adjacent to Interstate Highway 10 (I-10) and to the area referred to as the Virgil C. McGinnes, Trustee tract (Tract), which is part of the San Jacinto River Waste Pits Superfund Site (the Site). This FSP was prepared by Anchor QEA, LLC (Anchor QEA) on behalf of MIMC and IPC. Subject to obtaining access to the ROW from TxDOT, Anchor QEA is planning to implement the sampling event as soon as possible after approval of the work plan.

The Tract is located immediately north of the I-10 Bridge on the western bank of the San Jacinto River. The Tract was used for approximately an eight month period of time in 1965 and 1966 for the disposal of paper mill waste sludge. The waste was reportedly brought to the Tract by barges from which the waste was pumped into the surface impoundments on the Tract (TCEQ and USEPA 2006).

MIMC and IPC have entered into an Administrative Order on Consent (AOC) to perform an early response action, referred to as a TCRA, for source control and Site stabilization. USEPA has also issued a Unilateral Administrative Order (UAO) to MIMC and IPC that provides for the performance of a remedial investigation and feasibility study (RI/FS) of the Site. The soil sampling discussed in this FSP is to be performed in connection with obtaining access from TxDOT to a portion of the ROW in order to allow vehicular and personnel access to and egress from the Site during implementation of the TCRA and the RI/FS. The FSP provides for the collection of surface and subsurface soil samples in the TxDOT ROW on the north and south sides of the I-10 Bridge, within the preliminary RI/FS Site perimeter (Figures 1 and 2). As shown on Figure 1, these TxDOT ROW soil samples will be collected on a grid pattern that is consistent with the grid pattern that was developed to determine the potential nature and extent of contamination in the San Jacinto River, as part of the RI/FS and approved by USEPA (Anchor QEA, LLC and Integral Consulting Inc., 2010). Figure 2 shows the sample locations. The three subsurface soil sampling locations shown on Figures 1 and 2 (TxDOT004, TxDOT005, and TxDOT012) were chosen by TxDOT with a request for discrete surface samples (0-12 inches) and subsurface samples (48 – 60 inches). Additional

soil sampling and analyses are planned throughout the RI/FS project area as part of the RI/FS process, including 20 soil/sediment samples from intertidal areas that are adjacent to the TxDOT Right-of-Way, as shown in Figure 3. Some of the RI/FS sample stations are being relocated or abandoned during sampling efforts because of field obstacles, such as concrete aprons and rip rap to protect the shoreline and bridge, through an approval process with EPA. The final number of stations and locations may vary from those shown in Figure 3.

This FSP will be implemented in a manner consistent with the Sediment Quality Assurance Project Plan and RI/FS Work Plan prepared for the RI/FS (Integral Consulting Inc. and Anchor QEA, LLC, 2010). Specifically, the RI/FS Work Plan contains information regarding Site background, existing data and conditions, and quality assurance and quality control (QA/QC) procedures and processes that will be followed during sampling work. This FSP incorporates that information and those procedures by reference, and provides additional task-specific information as pertinent. These samples will be collected upon approval of this FSP.

1.1 Objectives and Overview

The primary purpose of this sampling effort is to document conditions in the ROW for purposes of an access agreement with TxDOT. The access agreement will permit MIMC and IPC to conduct RI/FS and TCRA activities. The data to be generated under this FSP will, among other things, will be used to determine the impact, if any, of the disposal activities associated with the Tract on TxDOT's ROW and associated utility easements shown in Appendix A.

The scope of the soil sampling to be performed as part of this FSP can be summarized as follows:

- Collection of soil samples from 12 locations within the TxDOT ROW and the RI/FS preliminary Site perimeter (Figures 1 and 2).
- Analysis of samples from each location from 0-12 inches below grade for dioxins and furans (as TEQs), and the other primary and secondary contaminants of concern (COC) identified for the Site in the RI/FS process. A full listing of those COC is

provided in Table 2. All analytical chemistry sampling results will be reported on a dry weight basis.

- Analysis of composite samples from 48 inches to 60 inches for dioxins and furans (as TEQs), and the other primary and secondary contaminants of concern (COC) identified for the Site in the RI/FS process, from three of the surface sample locations (TxDOT004, TxDOT005, and TxDOT012), selected by TxDOT (Figures 1 and 2).

This information will be analyzed in conjunction with the twenty (20) human health and ecological exposure sediment sample results that are planned as part of the RI/FS. The locations of these RI/FS samples are shown in Figure 3. As noted above, some of the RI/FS sample stations are being relocated or abandoned during sampling efforts because of field obstacles, such as concrete aprons and rip rap to protect the shoreline and bridge, through an approval process with EPA. The final number of stations and locations may vary from those shown in Figure 3.

This FSP describes the project organization and field methods that will be used to collect soil samples. Section 2 of this FSP describes the field procedures and sample packaging and shipping requirements that will be followed by the technical team during the field study. Section 3 summarizes field documentation and chain-of-custody (COC) procedures. Field data reporting and field custody procedures are discussed in Section 4.

1.2 Project Organization

MIMC and IPC have retained Anchor QEA to perform this FSP. Integral Consulting, Inc. will also be providing support for database administration and analytical laboratory coordination. The primary contacts for each organization, including USEPA oversight are provided in the following tables:

| Title | Name | Contact Information |
|-------|-----------------|--|
| USEPA | Valmichael Leos | U.S. Environmental Protection Agency Region 6 1445 Ross Avenue Dallas, TX 75202-2773 (214) 665-2283 leos.valmichael@epa.gov |

| | | |
|---|----------------|--|
| McGinnes Industrial Maintenance Corporation Project Manager | Andrew Shafer | McGinnes Industrial Maintenance Corp. 9590 Clay Road Houston, TX 77080 (713) 772-9100 Ext. 109 dshafer@wm.com |
| International Paper Company Project Manager | Philip Slowiak | International Paper Company 6400 Poplar Avenue Memphis, TN 38197-0001 (901) 419-3845 philip.slowiak@ipaper.com |

The names and quality assurance (QA) responsibilities of key project personnel for Anchor QEA who will be involved in these sampling and analysis activities are provided below:

FSP Personnel Quality Assurance Responsibilities

| Title | Responsibility | Name | Contact Information |
|---|--|-----------------|--|
| Project Coordinator | Coordination of project information and related communications on behalf of IPC and MIMC | David Keith | Anchor QEA, LLC 614 Magnolia Avenue Ocean Springs, MS 39564 (228) 818-9626 dkeith@anchorqea.com |
| Anchor QEA Corporate Health and Safety Managers | Oversight of health and safety program for field tasks associated with RI/FS | David Templeton | Anchor QEA, LLC 1423 Third Avenue Suite 300 Seattle, WA 98101 (206) 287-9130 dtempleton@anchorqea.com |
| Field Lead Anchor QEA | Field data collection and implementation of the Health and Safety Plan in the field | Jason Kase | Anchor QEA, LLC 4208 Cherry Laurel Drive Pensacola, FL 32054 (850) 912-8400 jkase@anchorqea.com |
| Project Database Administrator Integral | Database development and data management | Dreas Nielson | Integral Consulting Inc. 411 First Avenue South Suite 550 Seattle, WA 98104 (206) 957-0351 dnielson@integral-corp.com |
| Project Laboratory QA Coordinator Integral | Completeness of QA documentation and procedures | Craig Hutchings | Integral Consulting Inc. 1205 West Bay Drive NW Olympia, WA 98502 (360) 705-3534 chutchings@integral-corp.com |

1.2.1 Laboratories

The following responsibilities apply to the project manager and QA (quality assurance) manager at the analytical laboratories used for this task.

The laboratory project manager is responsible for the successful and timely completion of sample analyses, and for performing the following tasks:

- Ensure that samples are received and logged in correctly, that the correct methods and modifications are used, and that data are reported within specified turnaround times.
- Review analytical data to ensure that procedures were followed as required in the FSP, the cited methods, and laboratory standard operating procedures (SOPs).
- Keep the task QA coordinator apprised of the schedule and status of sample analyses and data package preparation.
- Notify the task QA coordinator if problems occur in sample receiving, analysis, or scheduling, or if control limits cannot be met.
- Take appropriate corrective action as necessary.
- Report data and supporting QA information as specified in this FSP.

The laboratory QA manager is responsible for overseeing the QA activities in the laboratory and ensuring the quality of the data for this project. Specific responsibilities include the following:

- Oversee and implement the laboratory's QA program.
- Maintain QA records for each laboratory production unit.
- Ensure that QA and quality control (QC) procedures are implemented as required for each method and provide oversight of QA/QC practices and procedures.
- Review and address or approve nonconformity and corrective action reports.

Coordinate response to any QC issues that affect this project with the Laboratory Project Manager.

2 SAMPLING PROCEDURES

The following sections describe the detailed procedures and methods that will be used during this sampling event, including sampling procedures, recordkeeping, sample handling, storage, and field QC procedures. All field activities will be conducted in accordance with the Health and Safety Plan San Jacinto River Waste Pits Superfund Site (HASP; Anchor QEA 2009). Station locations and sampling matrices are outlined in Table 1.

2.1 Schedule

This sampling event will occur as soon as this work plan is approved, TxDOT grants access to the ROW for purposes of performing the sampling, and weather and other uncontrollable forces, such as tides, winds, etc. allow for access. Laboratory analytical work will be expedited so that preliminary results are available within one week of sampling and final laboratory results will be available within two weeks. Data validation will occur approximately two to three weeks after the final laboratory report is provided.

2.2 Field Survey and Sampling Methods

Soil chemistry samples will be collected at station locations equally spaced along the TxDOT ROW (Figure 1). The following sections describe the sampling equipment, sampling methods, sample handling, and shipping.

2.2.1 Sampling Equipment and Supplies

Field equipment and supplies include sampling equipment (i.e., hand auger), utensils, decontamination supplies, sample containers, coolers, shipping containers, log books and forms, personal protection equipment, and personal gear. Protective wear (e.g., gloves) is required to minimize the possibility of cross-contamination between sampling locations. Additional information on protective wear for this project is provided in the HASP.

Sample jars, preservatives, coolers, and packaging material for the samples will be supplied by the analytical laboratory. Details on the numbers and type of sample containers are provided in Table 2 of this FSP. The Field Lead (FL) and field personnel in charge of sample handling in the field will use a sample matrix table (Table 1) as a QC check to ensure that all

samples have been collected at a given station. This table includes the total number and type of sample jars required for each analysis at each sampling station.

Commercially available, pre-cleaned jars will be used for the samples, and the testing laboratories will maintain a record of certification from the suppliers. The bottle shipment documentation will include batch numbers. With this documentation, jars can be traced to the supplier, and bottle-wash analysis results can be reviewed. The bottle-wash certificate documentation will be archived.

Sample containers will be clearly labeled at the time of sampling. Labels will include the task name, sample location and number, sampler's initials, analyses to be performed, and sample date and time. Sample numbering and identification procedures are described in detail in Sections 3.3 and 3.4.

2.2.2 *Sample Location Positioning*

Latitude and longitude coordinates will be obtained at the locations where samples are collected. A differential global positioning system (DGPS) will be used to document the sample collection locations. The standard projection method to be used during field activities is Horizontal Datum: NAD1983_StatePlane, Texas South Central, FIPS 4204, U.S. feet. The positioning objective is to accurately determine and record the positions of all sampling locations to within ± 2 m. Proposed soil sampling location coordinates are provided in Table 1. If field conditions permit, actual sample locations should fall within a 5 foot radius of the planned positions. In all cases the actual sample location coordinates should be recorded at each station.

The DGPS unit consists of a global positioning system (GPS) receiver and a differential receiver located at a horizontal control point. At the control point, the GPS-derived position is compared with the known horizontal location, offsets or biases are calculated, and the correction factors are telemetered to the GPS receiver. Positioning accuracies on the order of ± 1 to 3 m can be achieved by avoiding the few minutes per day when the satellites are not providing the appropriate quality of signal. The GPS unit provides the operator with a listing

of the time intervals during the day when accuracies are decreased. Avoidance of these time intervals permits the operator to maintain better positioning accuracy.

2.2.3 Soil Sample Collection

The equipment and procedures that will be used to collect surface soil samples are discussed in this section. The twelve locations that will be sampled (Stations TxDOT001 through 012) are shown on Figure 1 and are listed in Table 1.

Surficial and subsurface soil samples (0 to 12 inches - 0-30 cm) will be collected with a hand or bucket auger. A hydraulic push probe (e.g. Geoprobe) will be utilized to collect continuous soil cores for stations that require subsurface samples (48 – 60 inches). If there is a significant vegetative cover, the vegetative material will be removed prior to sampling. The thickness of the vegetative cover will be noted in the field log book. The Anchor QEA FL will ensure adequate penetration depth is attained. A stainless-steel ruler or tape measure will be used to determine that the sampling criterion for adequate penetration depth has been met and that the correct thickness and interval of soil has been removed. A decontaminated stainless-steel spoon will be used to collect the soil from the auger and/or geoprobe core. Soil will be placed into a decontaminated stainless-steel bowl and homogenized using a stainless-steel spoon or other stainless-steel mixing implement until the soil attains a visually uniform color and texture.

Soil subsamples will then be removed for dioxin/furan analyses by placement in labeled, laboratory-cleaned sample containers with Teflon-lined lids (Table 2). Each sample container will be clearly labeled with the task name, sample number, type of analysis to be performed, date and time, and initials of person(s) preparing the sample. Immediately after sample containers are filled, the samples will be stored on ice ($4\pm2^{\circ}\text{C}$).

2.2.4 Equipment Decontamination

Before sampling begins at a location, the sampling equipment will be scrubbed with a standard detergent (e.g., Alconox® or Liquinox®), rinsed with distilled water and air-dried. Equipment used for compositing the soil samples (i.e., stainless-steel bowls and spoons) will follow the same basic decontamination sequence, except that the final rinse will be with

laboratory-grade deionized water. After cleaning, the decontaminated sample homogenizing equipment will be covered with aluminum foil to protect it from possible contamination.

All non-dedicated sampling equipment that comes into contact with the soil samples (e.g., hand auger, stainless-steel bowls, and utensils) will be decontaminated prior to use and between samples. Non-dedicated sampling equipment will be decontaminated according to the procedures outlined above. If samples are collected that include obvious oily contamination, the sampling equipment used to collect and process them will be decontaminated using a separate decontamination station dedicated to heavily impacted equipment. This equipment will be wiped with a solvent following the initial decontamination, and it will undergo a second decontamination sequence using the standard decontamination procedures used for the non-oil-impacted equipment.

2.3 Field Quality Control Samples

Field QC samples will be used to assess sample variability and evaluate potential sources of contamination. The types of QC samples that will be collected are described in this section. The estimated numbers of field QC samples to be collected is listed in the sample matrix table (Table 1). If QC problems are encountered, they will be brought to the attention of the Project Manager. Corrective actions, if appropriate, will be implemented to meet the task's data quality indicators.

Field QC samples will include field split samples, standard reference materials, equipment filter wipe blanks, and filter blanks. The following QC samples will be collected in the field and analyzed by the analytical laboratory:

- Field split samples will be collected and analyzed to assess the variability associated with sample processing and laboratory variability. Blind field split samples will be collected at a minimum frequency of 1 field split sample per 20 soil sampling stations. Samples will be assigned unique numbers and will not be identified as field splits to the laboratory. A field split sample will be collected at every twentieth station.
- Standard reference materials are samples of known concentration that have typically undergone multi-laboratory analyses using a standard method. Reference materials

provide a measure of analytical performance and/or analytical method bias. Standard reference materials for the dioxin/furan analyses will be provided by the laboratory.

- Equipment filter wipe blanks will be collected to help identify possible contamination from the sampling environment or from the sampling equipment (e.g., hand auger, spoons, and bowls). Equipment filter wipe blanks will be generated at approximately 5 percent of the sampling stations at a minimum. All equipment wipe samples will be clearly noted in the field log (e.g., sample identifier, equipment type, date and time of collection, analysis, and filter lot number).
- A minimum of one field equipment filter wipe blank will be collected for each kind of sampling equipment used for chemical analyses. A filter wipe blank will be collected at every twentieth station. One equipment wipe will be prepared for each analysis type. If multiple analyses are requested, separate sets of filter wipes will be collected for each analysis type and for each kind of sampling equipment used, as the equipment can be wiped down only once for each piece of filter paper. This ensures that the filter wipe result represents the most conservative estimate of cross contamination for each analysis type. (Note: Filter papers must be stored in their original box, wrapped carefully in three layers of aluminum foil, or contained in a glass jar. The filter paper box cannot be stored in plastic bags or containers.)
- Filter blanks are prepared in the field to evaluate potential background concentrations present in filter paper used for the equipment filter wipe blank. Filter blanks will be collected at a minimum frequency of one for each lot number of filter papers used for collecting the equipment wipe blanks.

2.4 Sample Packaging and Transport

As mentioned above, sample coolers and packing materials will be supplied by the analytical laboratories. Individual sample jars will be labeled and placed into plastic bags and sealed. Samples will then be packed in a cooler lined with a large plastic bag. Glass jars will be packed to prevent breakage and separated in the cooler by bubble wrap or other shock-absorbent material. Ice in sealed plastic bags will then be placed in the cooler to maintain a temperature of approximately 4°C ($\pm 2^\circ\text{C}$). When the cooler is full, the COC form will be placed into a zip-locked bag and taped to the inside lid of the cooler. A temperature blank will be added to each cooler. Each cooler will be sealed with two COC seals, one each on the

front and side of the cooler. Labels indicating "This End Up" with an arrow and "Fragile" will be attached to each cooler.

The shipping containers will be clearly labeled (i.e., name of task, time and date container was sealed, person sealing the cooler, and company name and address) for positive identification. These packaging and shipping procedures are in accordance with U.S. Department of Transportation regulations (49 CFR 173.6 and 49 CFR 173.24). Coolers containing samples for chemical analyses will be transported to the laboratory by courier or overnight shipping service.

After the chemistry samples have been received by the laboratory, they will be stored under refrigeration ($4\pm2^{\circ}\text{C}$).

2.5 Study-Derived Wastes

Any liquid or dry waste (e.g., decontamination liquids, contaminated boots, bibs, Tyvek™ suits, soils, paper towels, gloves, etc.) generated during sampling will be containerized and disposed of by a subcontractor specialized in hazardous waste removal. The subcontractor will be required to have, at a minimum, a waste management service that provides the following:

- Proper waste identification including full analytical capability
- Pick up and disposal of a broad range of hazardous wastes
- Safe and proper transportation
- Environmentally sound treatment and disposal
- Regularly scheduled service visits with manifest and label preparation

3 FIELD DOCUMENTATION

The integrity of each sample from the time of collection to the point of data reporting must be maintained. Proper record-keeping and COC procedures will allow samples to be traced from collection to final disposition. Representative photographs will be taken of each type of sample material that is collected (e.g. sandy material, silty sand, soil, etc.).

3.1 Field Log Book

All field activities and observations will be noted in a log book. The field log book will be a bound document and may contain individual field and sample log forms (depending on the sampling activity). Information will include personnel, date, time, station designation, sampler, types of samples collected, and general observations. Any changes that occur during sampling (e.g., personnel, responsibilities, or deviations from the FSP) and the reasons for these changes will be documented. The log book will identify visitors (if any) to the ROW and the number of photographs taken at each sampling location. Each FL is responsible for ensuring that their respective field log book and all field data forms are correct. Requirements for log book entries will include the following:

- Log books will be bound, with consecutively numbered pages.
- Removal of any pages, even if illegible, will be prohibited.
- Entries will be made legibly with black (or dark) waterproof ink.
- Unbiased, accurate language will be used.
- Entries will be made while activities are in progress or as soon afterward as possible (the date and time that the notation is made should be recorded, as well as the time of the observation itself).
- Each consecutive day's first entry will be made on a new, blank page.
- The date and time, based on a 24-hour clock (e.g., 0900 a.m. for 9:00 a.m. and 2100 for 9:00 p.m.), will appear on each page.

In addition to the preceding requirements, the person recording the information must initial and date each page of the field log book. If more than one individual makes entries on the same page, each recorder must initial and date each entry. The bottom of the page must be signed and dated by the individual who makes the last entry.

Log book corrections will be made by drawing a single line through the original entry, allowing the original entry to be read. The corrected entry will be written alongside the original. Corrections will be initialed and dated and may require a footnote for explanation.

The type of information that may be included in the field log book and/or field data forms includes the following:

- Task name, task location, and task number
- Task start date and end date
- Weather conditions
- Name of person making entries and other field staff
- Visitors to the ROW, if any
- Station name and location
- Date and collection time of each sample
- The sample number for each sample to be submitted for laboratory analysis
- The sampling location name, date, gear, and sampling location coordinates derived from GPS
- Specific information on each type of sampling activity
- The sample number, date and time of collection, equipment type, and the lot number for the box of filter papers used for field QC samples
- Observations made during sample collection, including weather conditions, complications, and other details associated with the sampling effort
- Sample description (source and appearance, such as soil type, color, presence of anthropogenic material, and presence and type of biological structures, other debris, oil sheens, and odor)
- Soil penetration depth (nearest 0.5 cm) based on soil depth at the center of the excavation
- Any visible debris near any of the sampling locations
- Any surface vegetation that is removed from the sampling location prior to sampling
- The locations of any surface water runoff or seeps that are located near any of the sampling stations
- The number of photographs taken at the sampling location
- A record of health and safety meetings, updates, and related monitoring

- Any deviation from the FSP and reasons for deviation

In addition, a sampling location map will be updated during sampling and will be maintained throughout the sampling event. All log books must be completed at the time that any observations are made. Copies of all log books and forms will be retained by the technical team.

3.2 Chain-of-Custody Procedures

Samples are in custody if they are in the custodian's view, stored in a secure place with restricted access, or placed in a container secured with custody seals. A COC record will be signed by each person who has custody of the samples and will accompany the samples at all times. Copies of the COC will be included in laboratory and QA/QC reports.

At a minimum, the form will include the following information:

- Site name
- FL's name and team members responsible for collection of the listed samples
- Collection date and time for each sample
- Sample type (i.e., sample for immediate analysis or archive)
- Number of sample containers shipped
- Requested analyses
- Sample preservation information (if any)
- Name of the carrier relinquishing the samples to the transporter, noting date and time of transfer, and the designated sample custodian at the receiving facility

Anchor QEA's FL (or delegate) will be the designated field sample custodian for their respective sampling events and will be responsible for all sample tracking and COC procedures for the samples that their team collected in the field. The field sample custodian will be responsible for final sample inventory and will maintain sample custody documentation. The field sample custodian will complete COC forms prior to removing samples from the field. Upon transferring samples to the laboratory sample custodian (if a local laboratory is selected) or shipping courier (as appropriate), the field sample custodian will sign, date, and note the time of transfer on the COC forms. The original COC forms will

be transported with the samples to the laboratories. All samples will be shipped to the testing laboratories in either coolers or shipping containers sealed with custody seals. Each laboratory will designate a sample custodian who will be responsible for receiving samples and documenting their progress through the laboratory analytical process. The sample custodian for each laboratory will establish the integrity of the custody seals upon sample arrival at the laboratory. The laboratory sample custodian will also ensure that the COC and sample tracking forms are properly completed, signed, and initialed upon receipt of the samples.

When the laboratory receives the samples, the laboratory sample custodian will conduct an inventory by comparing sample labels to those on the COC document. The custodian will enter the sample number into a laboratory tracking system by task code and sample designation. The custodian will assign a unique laboratory number to each sample and will be responsible for distributing the samples to the appropriate analyst or for storing samples at the correct temperature in an appropriate secure area.

3.3 Station Numbering

All stations will be assigned a unique identification code based on a designation scheme designed to suit the needs of the field personnel, data management, and data users. Station numbers will include "TxDOT" to indicate that the samples were taken from the TxDOT ROW. The letters will be followed by a number to identify the station position. An example station number and depth interval would be TxDOT001.

Station numbers will not be recorded on sample labels or COC forms to prevent analytical laboratories from seeing the relationships between samples and stations.

3.4 Sample Identifiers

Each sample from a given station will also have a unique label identifier. Sample identifiers will be established before field sampling begins and assigned to each sample as it is collected. Sample identifiers consist of codes designed to fulfill the following purposes: 1) to identify related samples (i.e., field split samples) to ensure proper data analysis and interpretation; and 2) to track individual sample containers to ensure that the laboratory receives all of the

material associated with a single sample. To accomplish these purposes, each container is assigned a sample number and a tag number. These codes and their uses are described below:

- A sample identifier for each sample will be created as follows: the station number (e.g., TxDOT001), followed by a two-letter code for the kind of sample collected at a given location (SO = soil sample), and then followed by the depth interval (e.g. 0 – 12 (inches) or 48 – 60 (inches)).
- Following the sample identifier, an alphanumeric identifier will follow, indicating sample type. “N” will designate normal samples; “D” will designate a homogenized split sample (e.g. TxDOT001-SO_0-12N).

For equipment filter wipe blanks, sequential numbers starting at 900 will be assigned instead of station numbers. For example, the first filter wipe blank for a soil sample collected with a stainless steel spoon and stainless steel bowl will be labeled as SOFW-901A (SO = soil, FW = filter wipe, A = hand auger).

4 FIELD DATA MANAGEMENT AND REPORTING PROCEDURES

During field operations, effective data management is critical to providing consistent, accurate, and defensible data and data products. Daily field records (a combination of field log books, field forms, if any, and COC forms) will make up the main documentation for field activities. Upon completion of sampling, field notes, data sheets (if any), and COC forms will be scanned to create an electronic record. Field data will be manually entered into the project database. One hundred percent of the transferred data will be verified based on hard copy records. Electronic QA checks to identify anomalous values will also be conducted following entry.

A draft data summary report will be provided to TxDOT within one week of MIMC and IP receiving the results of the final data validation. Final laboratory reports and data validation reports will be provided to TxDOT as attachments to the data summary report.

5 REFERENCES

- Anchor QEA, 2010. Remedial Investigation/Feasibility Study Work Plan San Jacinto River Waste Pits Superfund Site. Prepared for McGinnes Industrial Maintenance Corporation, International Paper Company, and U.S. Environmental Protection Agency, Region 6. Anchor QEA, Ocean Springs, MS. April 2010.
- Anchor QEA, 2009. Health and Safety Plan San Jacinto River Waste Pits Superfund Site. Prepared for McGinnes Industrial Maintenance Corporation, International Paper Company, and U.S. Environmental Protection Agency, Region 6. Anchor QEA, Ocean Springs, MS.
- Integral Consulting Inc. and Anchor QEA, LLC, 2010. Sediment Sampling and Analysis Plan. Prepared for McGinnes Industrial Maintenance Corporation, International Paper Company, and U.S. Environmental Protection Agency, Region 6. Integral Consulting, Seattle, WA, Anchor QEA, Ocean Springs, MS. April 2010.
- TCEQ and USEPA, 2006. Screening Site Assessment Report San Jacinto River Waste Pits, Channelview, Harris County, Texas. TXN000606611. Texas Commission on Environmental Quality and U.S. Environmental Protection Agency.
- USEPA, 2009. Guidance on Recommended Interim Preliminary Remediation Goals for Dioxin in Soil at Comprehensive Environmental Response, Compensation, and Liability Act (CERLA) and Resource Conservation and Recovery Act (RCRA) Sites. December 2009.

TABLES

Table 1
Sample Collection Matrix

| Station | Sample ID | Sample Type | Number of Subsamples | Soil (1/Station) | Coordinates ^a | |
|--|---------------------|-------------|----------------------|---------------------|--------------------------|-------------|
| | | | | PCDD/F | | |
| | | | | 8 oz WMG | | |
| | | | | 4±2 °C | X | Y |
| <input type="checkbox"/> TxDOT001 | TxDOT001-SO-0-12-N | Soil Core | 1 | | 3215250.00 | 13857745.54 |
| <input type="checkbox"/> TxDOT002 | TxDOT002-SO-0-12-N | Soil Core | 1 | | 3215752.24 | 13857690.17 |
| <input type="checkbox"/> TxDOT003 | TxDOT003-SO-0-12-N | Soil Core | 1 | | 3216246.70 | 13857460.74 |
| <input type="checkbox"/> TxDOT004 | TxDOT004-SO-0-12-N | Soil Core | 1 | | 3216749.23 | 13857222.69 |
| <input type="checkbox"/> TxDOT004 | TxDOT004-SO-12-60-N | Soil Core | 1 | | 3216749.23 | 13857222.69 |
| <input type="checkbox"/> TxDOT005 | TxDOT005-SO-0-12-N | Soil Core | 1 | | 3217249.91 | 13856985.10 |
| <input type="checkbox"/> TxDOT005 | TxDOT005-SO-12-60-N | Soil Core | 1 | | 3217249.91 | 13856985.10 |
| <input type="checkbox"/> TxDOT006 | TxDOT006-SO-0-12-N | Soil Core | 1 | | 3217945.73 | 13856669.64 |
| <input type="checkbox"/> TxDOT007 | TxDOT007-SO-0-12-N | Soil Core | 1 | | 3215250.00 | 13857585.99 |
| <input type="checkbox"/> TxDOT008 | TxDOT008-SO-0-12-N | Soil Core | 1 | | 3215750.00 | 13857502.27 |
| <input type="checkbox"/> TxDOT009 | TxDOT009-SO-0-12-N | Soil Core | 1 | | 3216246.84 | 13857300.68 |
| <input type="checkbox"/> TxDOT010 | TxDOT010-SO-0-12-N | Soil Core | 1 | | 3216746.17 | 13857042.53 |
| <input type="checkbox"/> TxDOT011 | TxDOT011-SO-0-12-N | Soil Core | 1 | | 3217188.59 | 13856832.01 |
| <input type="checkbox"/> TxDOT012 | TxDOT012-SO-0-12-N | Soil Core | 1 | | 3217769.23 | 13856557.09 |
| <input type="checkbox"/> TxDOT012 | TxDOT012-SO-12-60-N | Soil Core | 1 | | 3217769.23 | 13856557.09 |
| Field Quality Assurance / Quality Control Samples | | | | | | |
| <input type="checkbox"/> TxDOT### | TxDOT###-SO-#-##-D | NA | 1 | | TBD | TBD |
| <input type="checkbox"/> TxDOT901 | SOFW-901A | NA | 1 | | NA | NA |
| <input type="checkbox"/> Filter Blank | FB-902 | NA | 1 | | NA | NA |
| <input type="checkbox"/> SRM | SRM-903 | NA | 1 | | NA | NA |

Notes

PCDD/F = polychlorinated dibenzo-*p*-dioxin and polychlorinated dibenzofuran

WMG = wide mouth glass

TBD = To be determined

NA = Not applicable

a - NAD 1983; State Plane Texas South Central FIPS 4204; US feet. Coordinates provided correspond to proposed station locations represented on Figure 2. Coordinates for actual station locations will be collected in the field.

Table 2
Sample Containers, Preservation, and Holding Time Requirements

| Matrix | Container ^a | | Laboratory | Parameter | Preservation | Holding Time | Sample Size ^b |
|------------------------------|------------------------|-------|------------|------------------|---|----------------------------|--------------------------|
| | Type | Size | | | | | |
| Soil | | | | | | | |
| | WMG | 8 oz. | TBD | Percent moisture | 4±2°C | 6 months | 10 g |
| | | | | Dioxins/furans | 4±2°C/Deep frozen (-20°C) ^c / -10°C ^d | 1 year/1 year ^e | 50 g |
| | | | | | | | |
| Equipment Filter Wipe Blanks | | | | | | | |
| | WMG | 4 oz. | TBD | Dioxins/furans | 4±2°C | 1 year/1 year ^e | 1 wipe |

Notes

TBD = to be determined

WMG = wide mouth glass

a - The size and number of containers may be modified by the analytical laboratory.

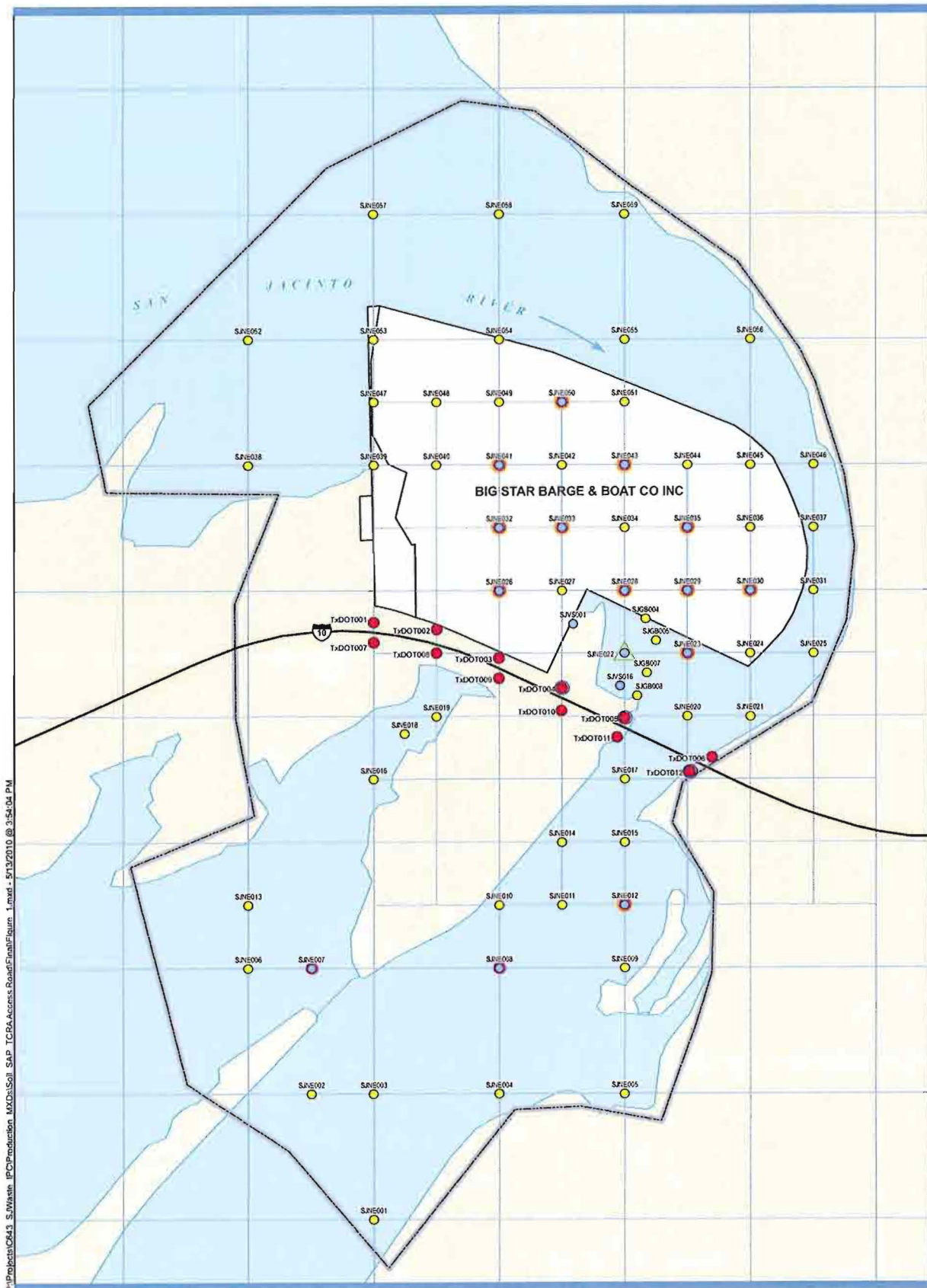
b - Sample sizes may be modified by the analytical laboratory.

c - Samples will be shipped to the laboratory on ice at 4±2°C. Once received at the laboratory, samples will be stored at -20°C.

d - Extracts will be stored at -10°C.

e - Holding time for samples prior to extraction/ holding time for extracts.

FIGURES



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FEATURE SOURCES:
Parcel Boundaries: Harris County Appraisal District

- Proposed Soil Sample
- Preliminary Site Perimeter
- ▲ Field Triplicate
- Parcel Boundary

Proposed Locations

- Surface Sediment (Primary and Secondary COPCs)
- Surface Sediment (Primary COPCs)
- Surface Sediment (Primary and Secondary COPCs) and Core (Primary COPCs)
- Additional Geotechnical Samples From Core
- Geoprobe Core Locations

Figure 1
Overview of RI/FS Sediment Sampling
Locations and Proposed TxDOT
Right-of-Way and Soil Sample Locations
TxDOT Right-of-Way Field Sampling Plan
SJRW Superfund/MIMC and IPC



Figure 2
 TxDOT Right-of-Way Soil Sample Locations
 TxDOT Right-of-Way Field Sampling Plan
 SJRWP Superfund/MIMC and IPC

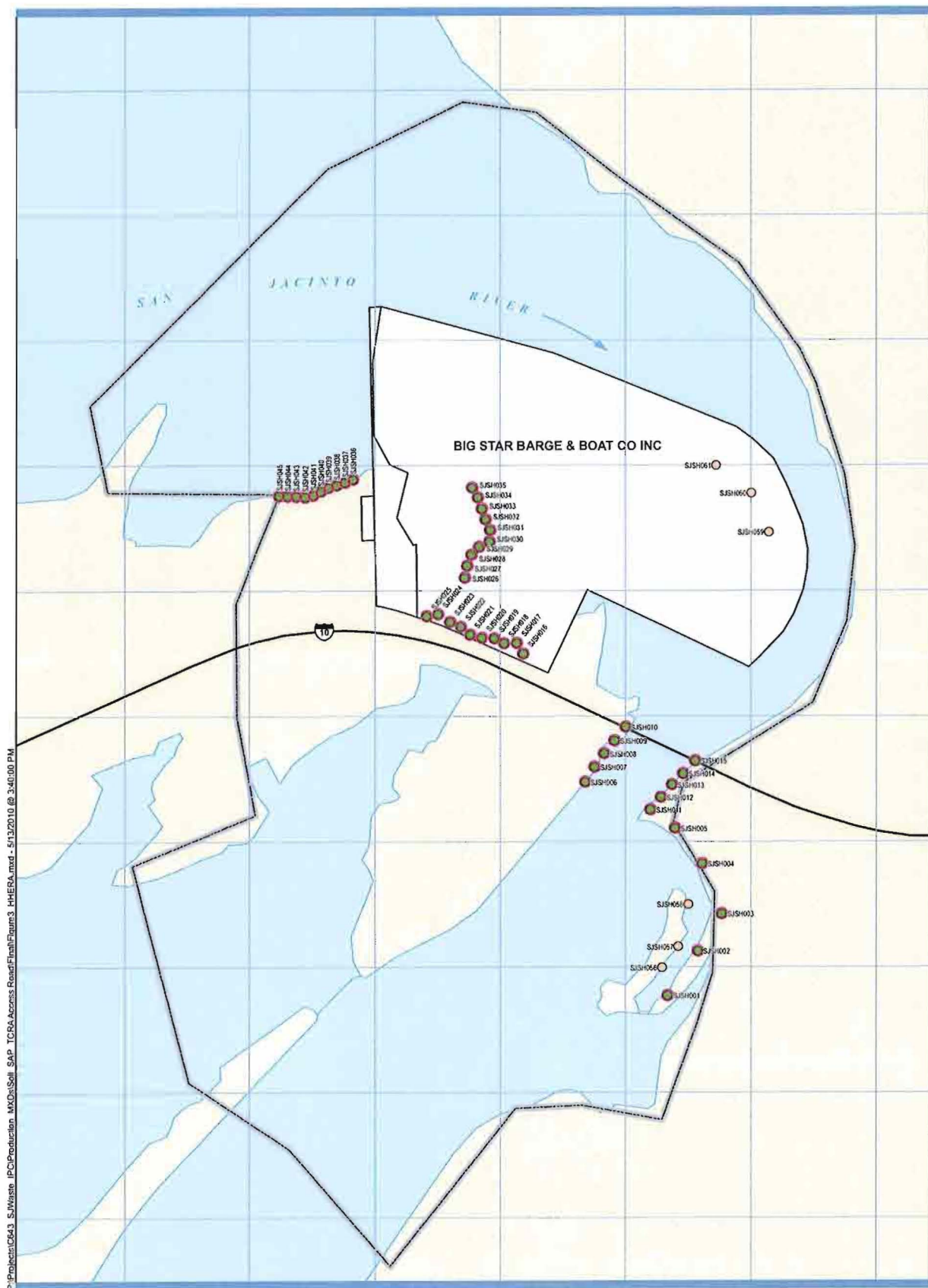


Figure 3
Remedial Investigation/Feasibility Study Human Health Intertidal Soil/Sediment Sampling Locations in and near the TxDOT Right-of-Way TxDOT Right-of-Way Field Sampling Plan SJRWP Superfund/MIMC and IPC

APPENDIX A

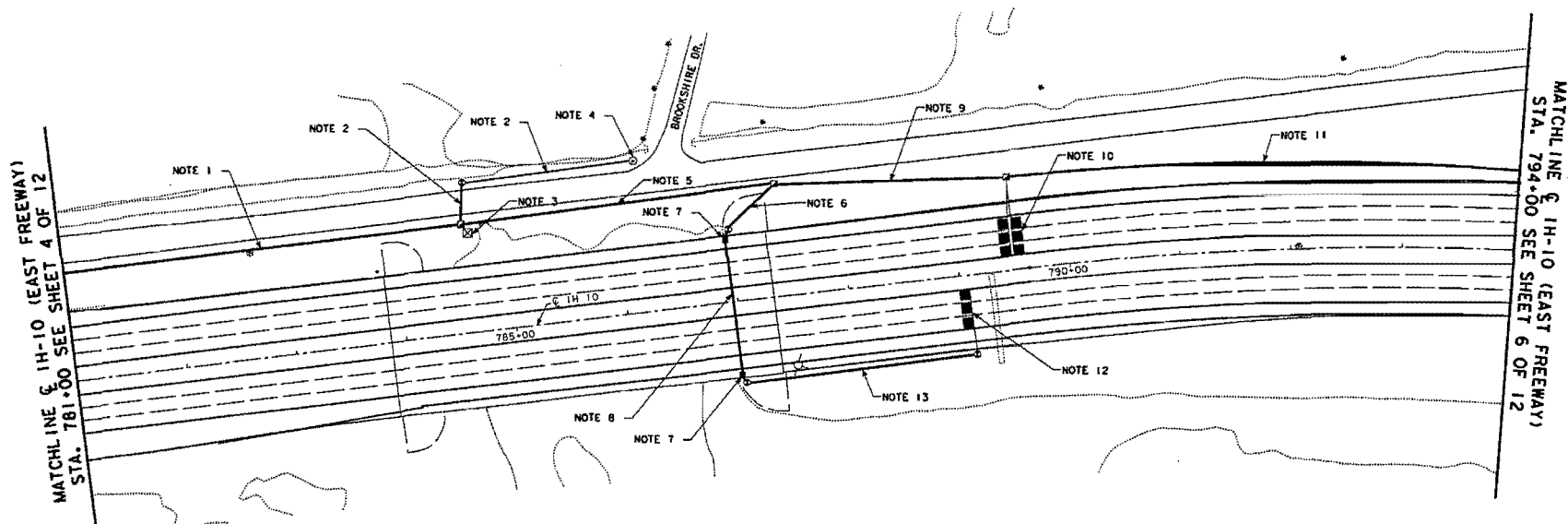
UTILITY EASEMENTS

1. EXISTING
4-3" CONDUITS
IN COND. #1 - 1 SINGLE MODE FIBER OPTIC CABLE
1 MULTIMODE FIBER OPTIC CABLE
1-6 PAIR #22 COMM. CABLE (VOICE COMM.)
IN COND. #2 - 1-12 PAIR #22 COMM. CABLE (FTM LOOPS)

2. EXISTING
1-2" CONDUIT
2#6XHHW, 1#6 BARE (CABINET POWER)

9. EXISTING
4-3" CONDUITS
IN COND. #1 - 1 SINGLE MODE FIBER OPTIC CABLE
1 MULTIMODE FIBER OPTIC CABLE
1-6 PAIR #22 COMM. CABLE (VOICE COMM.)
IN COND. #2 - 6 LOOP LEAD-IN CABLES

10. EXISTING
6 TYPE 1 LOOPS



3. EXISTING
DETECTOR AMPLIFIER CABINET
DETECTOR CARD RACK W/5 CARDS
DETECTOR CARD RACK POWER SUPPLY
3-3" CONDUITS TO GRD. BOX
1-2" CONDUIT TO GRD. BOX
IN COND. #1 (3") - 1-12 PAIR #22 COMM. CABLE (FTM LOOPS)
9 LOOP LEAD-IN CABLES
IN COND. #2 (2") - 2#6XHHW, 1#6 BARE (CABINET POWER)

4. EXISTING
SERVICE POLE (TYPE B)
17733 MORELAND

5. EXISTING
4-3" CONDUITS
IN COND. #1 - 1 SINGLE MODE FIBER OPTIC CABLE
1 MULTIMODE FIBER OPTIC CABLE
1-6 PAIR #22 COMM. CABLE (VOICE COMM.)
IN COND. #2 - 9 LOOP LEAD-IN CABLES

6. EXISTING
1-2" CONDUIT
3 LOOP LEAD-IN CABLES

7. EXISTING
JUNCTION BOX
2-2" RMC TO GRD. BOX
IN COND. #1 - 3 LOOP LEAD-IN CABLES

8. EXISTING
2-2" RMC (STRAPPED TO ABUTMENT)
IN COND. #1 - 3 LOOP LEAD-IN CABLES

11. EXISTING
4-3" CONDUITS
IN COND. #1 - 1 SINGLE MODE FIBER OPTIC CABLE
1 MULTIMODE FIBER OPTIC CABLE
1-6 PAIR #22 COMM. CABLE (VOICE COMM.)

12. EXISTING
3 TYPE 1 LOOPS

13. EXISTING
1-2" CONDUIT
3 LOOP LEAD-IN CABLES

NOTE:
① TO BE ABANDONED

- LEGEND**
- NEW CONDUIT
 - EXISTING CONDUIT
 - ⊗ NEW GROUND BOX: TYPE 1
 - ⊗ EXISTING GROUND BOX: TYPE 1
 - ⊗ NEW GROUND BOX: TYPE 2
 - ⊗ EXISTING GROUND BOX: TYPE 2
 - JUNCTION BOX
 - EXISTING COMMUNICATION HUB BUILDING
 - EXISTING CCTV CAMERA
 - ⊗ EXISTING SERVICE POLE
 - ⊗ EXISTING TYPE 1 LOOPS
 - ⊗ EXISTING CABINET
 - ⊗ RADAR VEHICLE SENSING DEVICE
 - ⊗ RADAR VEHICLE SENSING DEVICE POLE



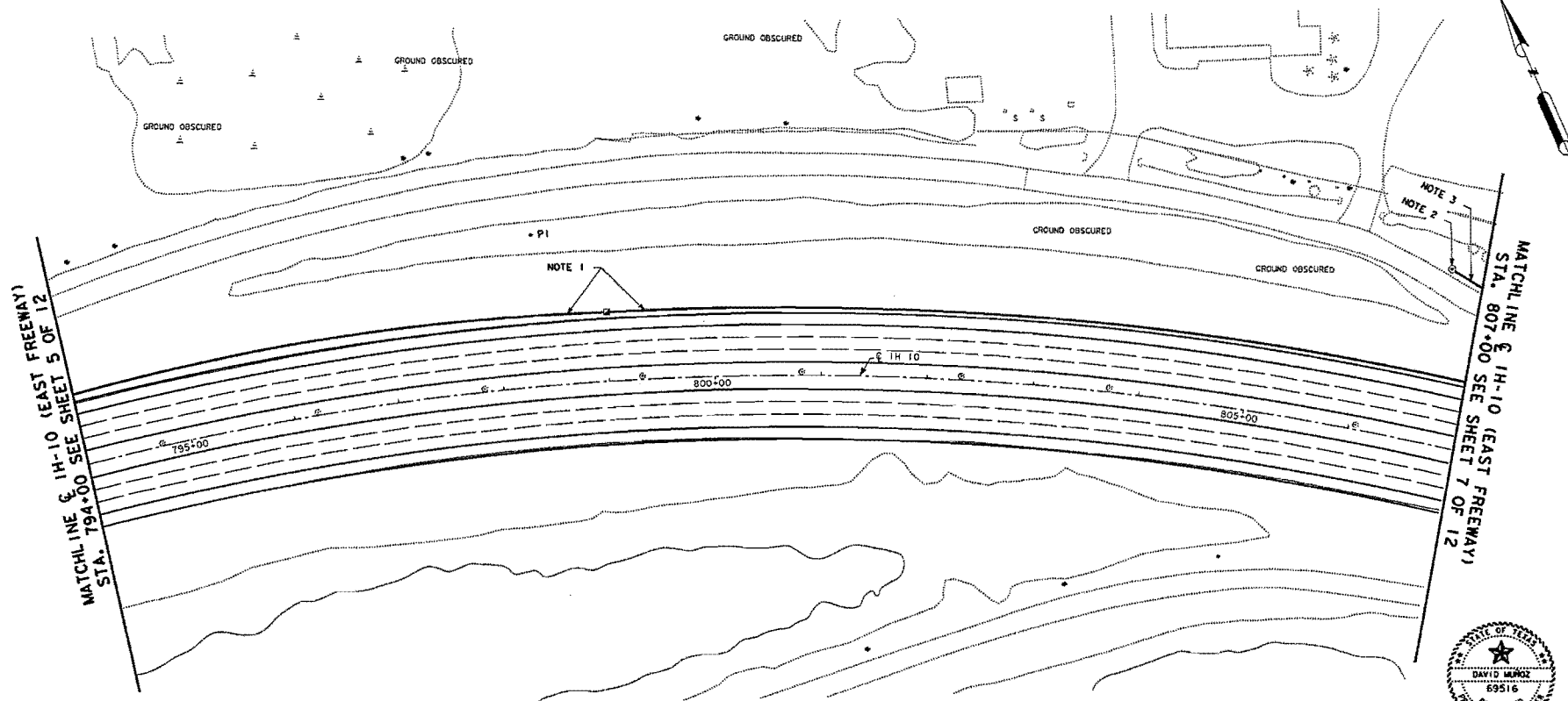
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| TEXAS DEPARTMENT OF TRANSPORTATION IH-10 (EAST FREEWAY) | | SHEET 5 OF 12 | |
| COMPUTERIZED TRANSPORTATION MANAGEMENT SYSTEM LAYOUT | | | |
| DATE: 8-3-2007 | PROJECT NO.: | IN NO.: | |
| BY: [Signature] | COUNTY: HARRIS | SECTION: 01 | 282 |
| FILE NAME: IH-10-292-05.DGN | | | |

1. EXISTING
4-3" CONDUITS
IN COND. #1 - 1 SINGLE MODE FIBER OPTIC CABLE
1 MULTIMODE FIBER OPTIC CABLE
1-6 PAIR #22 COMM. CABLE (VOICE COMM.)



2. EXISTING
SERVICE POLE
3. EXISTING
1-2" CONDUIT
2-6" XHHW, 1-6 BARE (CCTV POWER)

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FOR LEGEND

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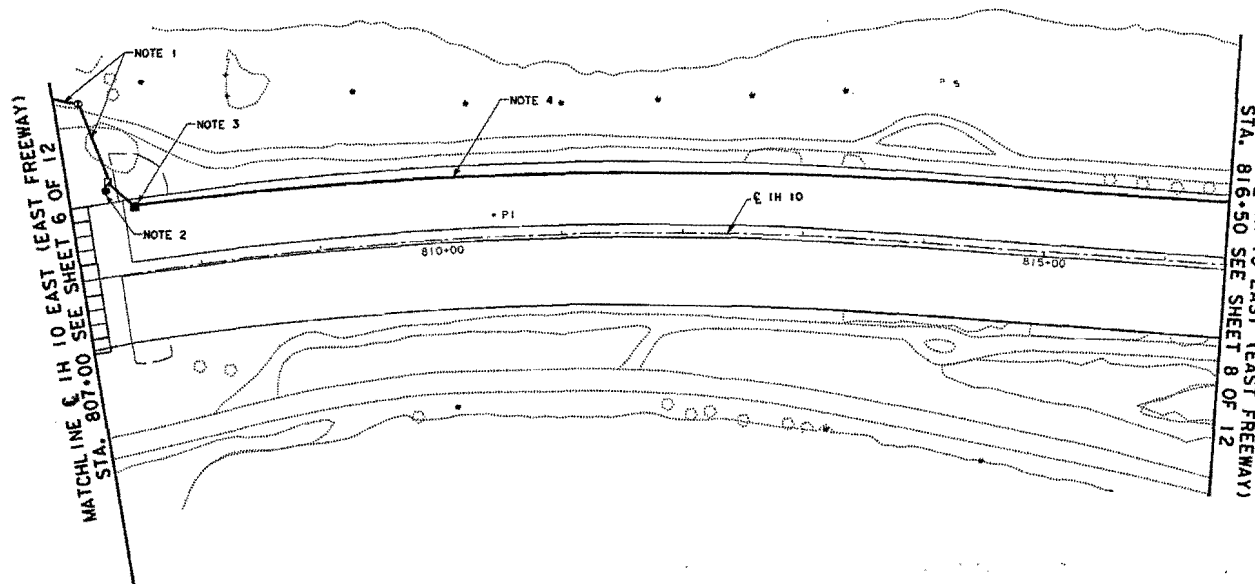
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| COMPUTERIZED TRANSPORTATION MANAGEMENT SYSTEM LAYOUT | | SHEET 6 OF 12 | |
| DRG. NO. 10-10-292-06 | DATE MAY 07 | PROJ. NO. 10-10-292-06 | STATE TEXAS |
| COUNTY HARRIS | CITY HOUSTON | PROJECT NO. 10-10-292-06 | SHEET 6 OF 12 |

FILE NAME: 1H-10-292-06.DGN

1. EXISTING
1-2" CONDUIT
2#6XHHW, 1#6 BARE (CCTV POWER)
2. EXISTING
CCTV CAMERA
CAMERA SUPPORT POLE & FOUNDATION
CCTV CABINET
CCTV FIELD EQUIPMENT
1 STAND ALONE LDM
VIDEO FIBER OPTIC TX (M/M)
3-2" CONDUITS TO GRD. BOX
IN COND. #1 - 1-6 PAIR #22 COMM. CABLE (CCTV)
IN COND. #2 - 2#6XHHW, 1#6 BARE (CCTV POWER)
IN COND. #3 - FIBER DROP CABLE



3. EXISTING
JUNCTION BOX
4-3" RMC TO GRD. BOX
IN COND. #1 - 1 SINGLE MODE FIBER OPTIC CABLE
1 MULTIMODE FIBER OPTIC CABLE
FIBER DROP CABLE
1-6 PAIR #22 COMM. CABLE (VOICE COMM.)
IN COND. #2 - 1-6 PAIR #22 COMM. CABLE (CCTV)
4. EXISTING
4-3" RMC (SUSPENDED BENEATH BRIDGE)
IN COND. #1 - 1 SINGLE MODE FIBER OPTIC CABLE
1 MULTIMODE FIBER OPTIC CABLE
FIBER DROP CABLE
1-6 PAIR #22 COMM. CABLE (VOICE COMM.)
IN COND. #2 - 1-6 PAIR #22 COMM. CABLE (CCTV)

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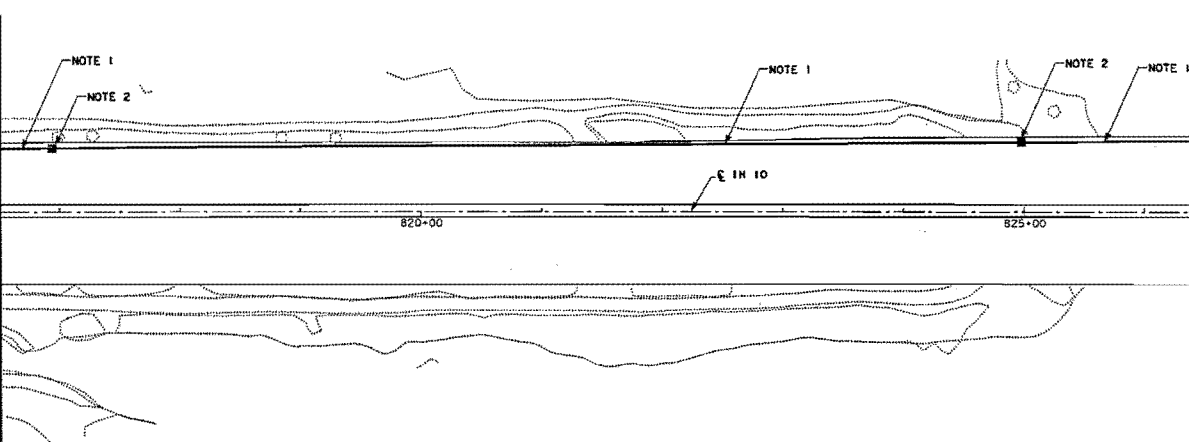
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| | | TEXAS DEPARTMENT OF TRANSPORTATION | |
| | | IH 10 (EAST FREEWAY) | |
| COMPUTERIZED TRANSPORTATION MANAGEMENT SYSTEM LAYOUT | | SHEET 7 OF 12 | |
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| DWG. RFB DATE: MAY 07 BY: [Signature] | DWG. RFB DATE: MAY 07 BY: [Signature] | DWG. RFB DATE: MAY 07 BY: [Signature] | DWG. RFB DATE: MAY 07 BY: [Signature] |

1. EXISTING
 4-3" RMC (SUSPENDED BENEATH BRIDGE)
 IN COND. #1 - 1 SINGLE MODE FIBER OPTIC CABLE
 1 MULTIMODE FIBER OPTIC CABLE
 FIBER DROP CABLE
 1-6 PAIR #22 COMM. CABLE (VOICE COMM.)
 IN COND. #2 - 1-6 PAIR #22 COMM. CABLE (CCTV)
2. EXISTING
 JUNCTION BOX

MATCHLINE & IH 10 EAST (EAST FREEWAY)
 STA. 816+50 SEE SHEET 7 OF 12



MATCHLINE & IH 10 EAST (EAST FREEWAY)
 STA. 826+50 SEE SHEET 9 OF 12



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| | | TEXAS DEPARTMENT OF TRANSPORTATION IH 10 (EAST FREEWAY) | |
| COMPUTERIZED TRANSPORTATION MANAGEMENT SYSTEM LAYOUT | | SHEET 8 OF 12 | |
| DESIGNER | DATE | STATE | PROJECT NO. |
| CK'D BY | ORIGINAL DATE | 6 TEXAS | |
| CK'D BY | DATE | COUNTY | SECTION |
| CK'D BY | DATE | HARRIS | SECTION 01 292-08 |

1. EXISTING
4-3" RMC (SUSPENDED BENEATH BRIDGE)
IN COND. #1 - 1 SINGLE MODE FIBER OPTIC CABLE
1 MULTIMODE FIBER OPTIC CABLE
FIBER DROP CABLE
1-6 PAIR #22 COMM. CABLE (VOICE COMM.)
IN COND. #2 - 1-6 PAIR #22 COMM. CABLE (CCTV)
2. EXISTING
JUNCTION BOX
4-3" RMC (SUSPENDED BENEATH BRIDGE)
IN COND. #1 - 1 SINGLE MODE FIBER OPTIC CABLE
1 MULTIMODE FIBER OPTIC CABLE
FIBER DROP CABLE
1-6 PAIR #22 COMM. CABLE (VOICE COMM.)
IN COND. #2 - 1-6 PAIR #22 COMM. CABLE (CCTV)

MATCHLINE & IH 10 EAST (EAST FREEWAY)
STA. 826+50 SEE SHEET 8 OF 12

NOTE 1

NOTE 2

NOTE 3

& IH 10

830+00

835+00

MATCHLINE & IH 10 EAST (EAST FREEWAY)
STA. 836+00 SEE SHEET 10 OF 12

3. EXISTING
4-3" CONDUITS
IN COND. #1 - 1 SINGLE MODE FIBER OPTIC CABLE
1 MULTIMODE FIBER OPTIC CABLE
FIBER DROP CABLE
1-6 PAIR #22 COMM. CABLE (VOICE COMM.)
IN COND. #2 - 1-6 PAIR #22 COMM. CABLE (CCTV)

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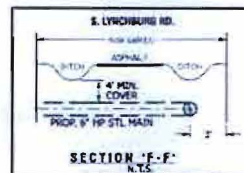
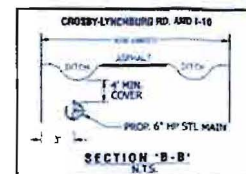
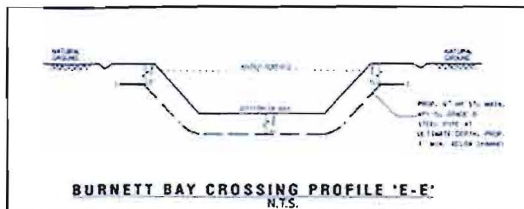
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| COMPUTERIZED TRANSPORTATION MANAGEMENT SYSTEM LAYOUT | | | |
| SHEET 9 OF 12 | | | |
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| COUNTY HARRIS | | CITY HOUSTON | |

ED4-071465



LOCATION MAP



PROJECT
LOCATION

GENERAL NOTES

1. FIELD LOCATE & VERIFY ALL EXISTING FEEDS, MAINS, AND SERVICES.
2. MAINTAIN A MINIMUM DEPTH OF 4' UNLESS OTHERWISE SPECIFIED.
3. PRESSURE TEST AT 375 PSIG FOR 24 HOURS WITH A TEST CHART.
4. CONTACT ENGINEER MATTHEW SMITH FOR ANY FIELD CHANGES.
PHONE: 713-207-4970

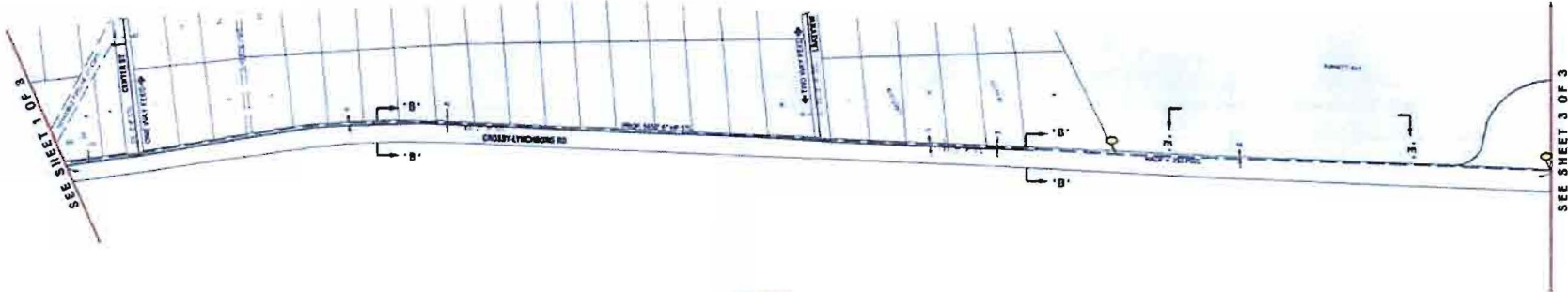
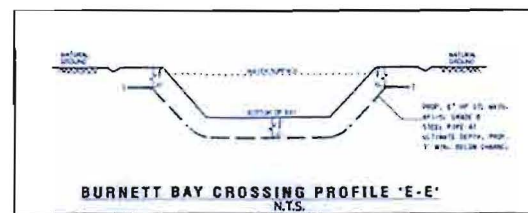
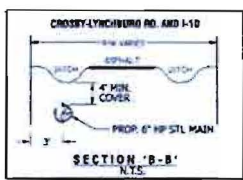
LEGEND AND NOTES

| | | |
|------------------------|--------------------------|---|
| PROPOSED MAIN | PROPOSED 24" PRESS. MAIN | 9 |
| PROPOSED 4" HP STEEL | PROPOSED 4" HP STEEL | 9 |
| PROPOSED 6" HP STEEL | PROPOSED 6" HP STEEL | 9 |
| PROPOSED 8" HP STEEL | PROPOSED 8" HP STEEL | 9 |
| PROPOSED 10" HP STEEL | PROPOSED 10" HP STEEL | 9 |
| PROPOSED 12" HP STEEL | PROPOSED 12" HP STEEL | 9 |
| PROPOSED 14" HP STEEL | PROPOSED 14" HP STEEL | 9 |
| PROPOSED 16" HP STEEL | PROPOSED 16" HP STEEL | 9 |
| PROPOSED 18" HP STEEL | PROPOSED 18" HP STEEL | 9 |
| PROPOSED 20" HP STEEL | PROPOSED 20" HP STEEL | 9 |
| PROPOSED 22" HP STEEL | PROPOSED 22" HP STEEL | 9 |
| PROPOSED 24" HP STEEL | PROPOSED 24" HP STEEL | 9 |
| PROPOSED 26" HP STEEL | PROPOSED 26" HP STEEL | 9 |
| PROPOSED 28" HP STEEL | PROPOSED 28" HP STEEL | 9 |
| PROPOSED 30" HP STEEL | PROPOSED 30" HP STEEL | 9 |
| PROPOSED 32" HP STEEL | PROPOSED 32" HP STEEL | 9 |
| PROPOSED 34" HP STEEL | PROPOSED 34" HP STEEL | 9 |
| PROPOSED 36" HP STEEL | PROPOSED 36" HP STEEL | 9 |
| PROPOSED 38" HP STEEL | PROPOSED 38" HP STEEL | 9 |
| PROPOSED 40" HP STEEL | PROPOSED 40" HP STEEL | 9 |
| PROPOSED 42" HP STEEL | PROPOSED 42" HP STEEL | 9 |
| PROPOSED 44" HP STEEL | PROPOSED 44" HP STEEL | 9 |
| PROPOSED 46" HP STEEL | PROPOSED 46" HP STEEL | 9 |
| PROPOSED 48" HP STEEL | PROPOSED 48" HP STEEL | 9 |
| PROPOSED 50" HP STEEL | PROPOSED 50" HP STEEL | 9 |
| PROPOSED 52" HP STEEL | PROPOSED 52" HP STEEL | 9 |
| PROPOSED 54" HP STEEL | PROPOSED 54" HP STEEL | 9 |
| PROPOSED 56" HP STEEL | PROPOSED 56" HP STEEL | 9 |
| PROPOSED 58" HP STEEL | PROPOSED 58" HP STEEL | 9 |
| PROPOSED 60" HP STEEL | PROPOSED 60" HP STEEL | 9 |
| PROPOSED 62" HP STEEL | PROPOSED 62" HP STEEL | 9 |
| PROPOSED 64" HP STEEL | PROPOSED 64" HP STEEL | 9 |
| PROPOSED 66" HP STEEL | PROPOSED 66" HP STEEL | 9 |
| PROPOSED 68" HP STEEL | PROPOSED 68" HP STEEL | 9 |
| PROPOSED 70" HP STEEL | PROPOSED 70" HP STEEL | 9 |
| PROPOSED 72" HP STEEL | PROPOSED 72" HP STEEL | 9 |
| PROPOSED 74" HP STEEL | PROPOSED 74" HP STEEL | 9 |
| PROPOSED 76" HP STEEL | PROPOSED 76" HP STEEL | 9 |
| PROPOSED 78" HP STEEL | PROPOSED 78" HP STEEL | 9 |
| PROPOSED 80" HP STEEL | PROPOSED 80" HP STEEL | 9 |
| PROPOSED 82" HP STEEL | PROPOSED 82" HP STEEL | 9 |
| PROPOSED 84" HP STEEL | PROPOSED 84" HP STEEL | 9 |
| PROPOSED 86" HP STEEL | PROPOSED 86" HP STEEL | 9 |
| PROPOSED 88" HP STEEL | PROPOSED 88" HP STEEL | 9 |
| PROPOSED 90" HP STEEL | PROPOSED 90" HP STEEL | 9 |
| PROPOSED 92" HP STEEL | PROPOSED 92" HP STEEL | 9 |
| PROPOSED 94" HP STEEL | PROPOSED 94" HP STEEL | 9 |
| PROPOSED 96" HP STEEL | PROPOSED 96" HP STEEL | 9 |
| PROPOSED 98" HP STEEL | PROPOSED 98" HP STEEL | 9 |
| PROPOSED 100" HP STEEL | PROPOSED 100" HP STEEL | 9 |

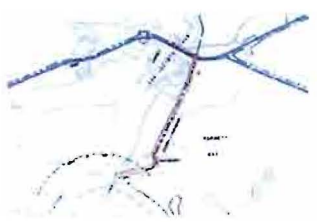
LYNCHBURG RD.

CenterPoint
Energy
ED4-071465

CenterPoint Energy (Gas)
08-0153



LOCATION MAP



PROJECT LOCATION

GENERAL NOTES

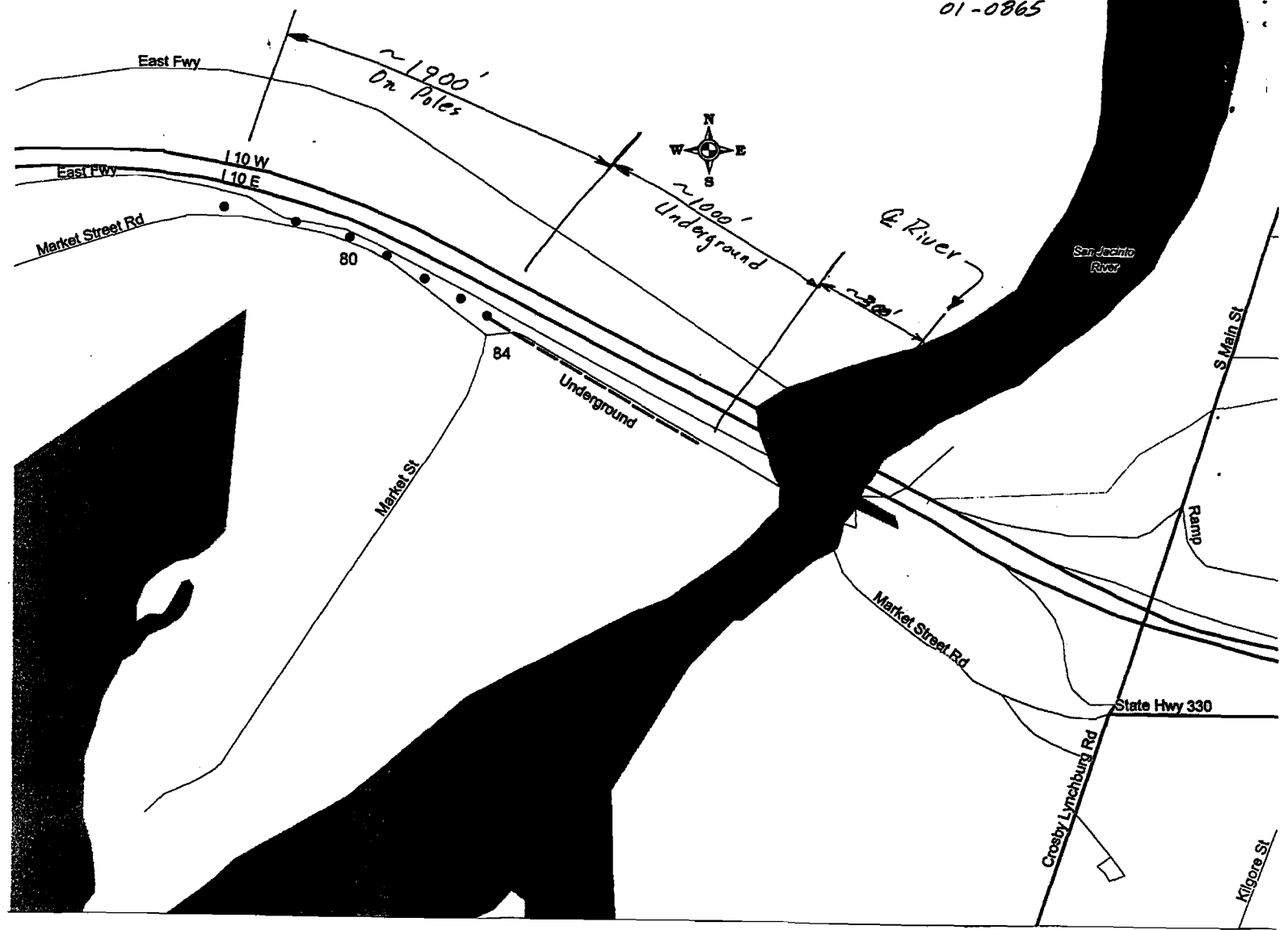
1. FIELD LOCATE & VERIFY ALL EXISTING FEEDS, MAINS, AND SERVICES.
2. MAINTAIN A MINIMUM DEPTH OF 4' UNLESS OTHERWISE SPECIFIED.
3. PRESSURE TEST AT 375 PSIG FOR 24 HOURS WITH A TEST CHART.
4. CONTACT ENGINEER MATTHEW SMITH FOR ANY FIELD CHANGES.
PHONE: 713-207-4878

LEGEND AND NOTES

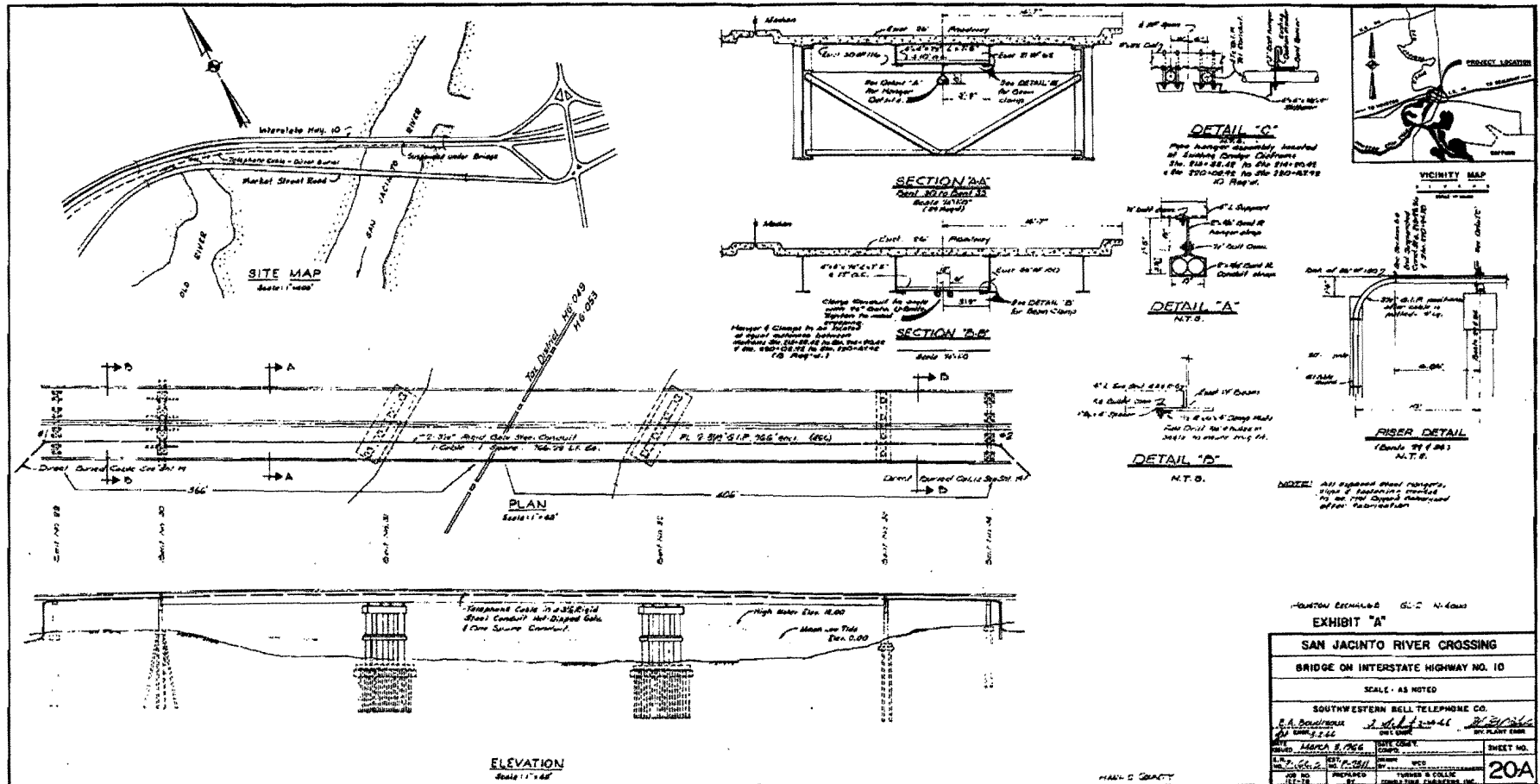
| | |
|--------------|----------------|
| EXIST. FIELD | PROPOSED FIELD |
| EXIST. FIELD | PROPOSED FIELD |
| EXIST. FIELD | PROPOSED FIELD |
| EXIST. FIELD | PROPOSED FIELD |

| | |
|------------------|---------------|
| PROJECT NO. | 08-0153 |
| DATE | 08/01/13 |
| DESIGNED BY | ... |
| CHECKED BY | ... |
| APPROVED BY | ... |
| PROJECT LOCATION | LYNCHBURG RD. |
| PROJECT NO. | ED4-071485 |

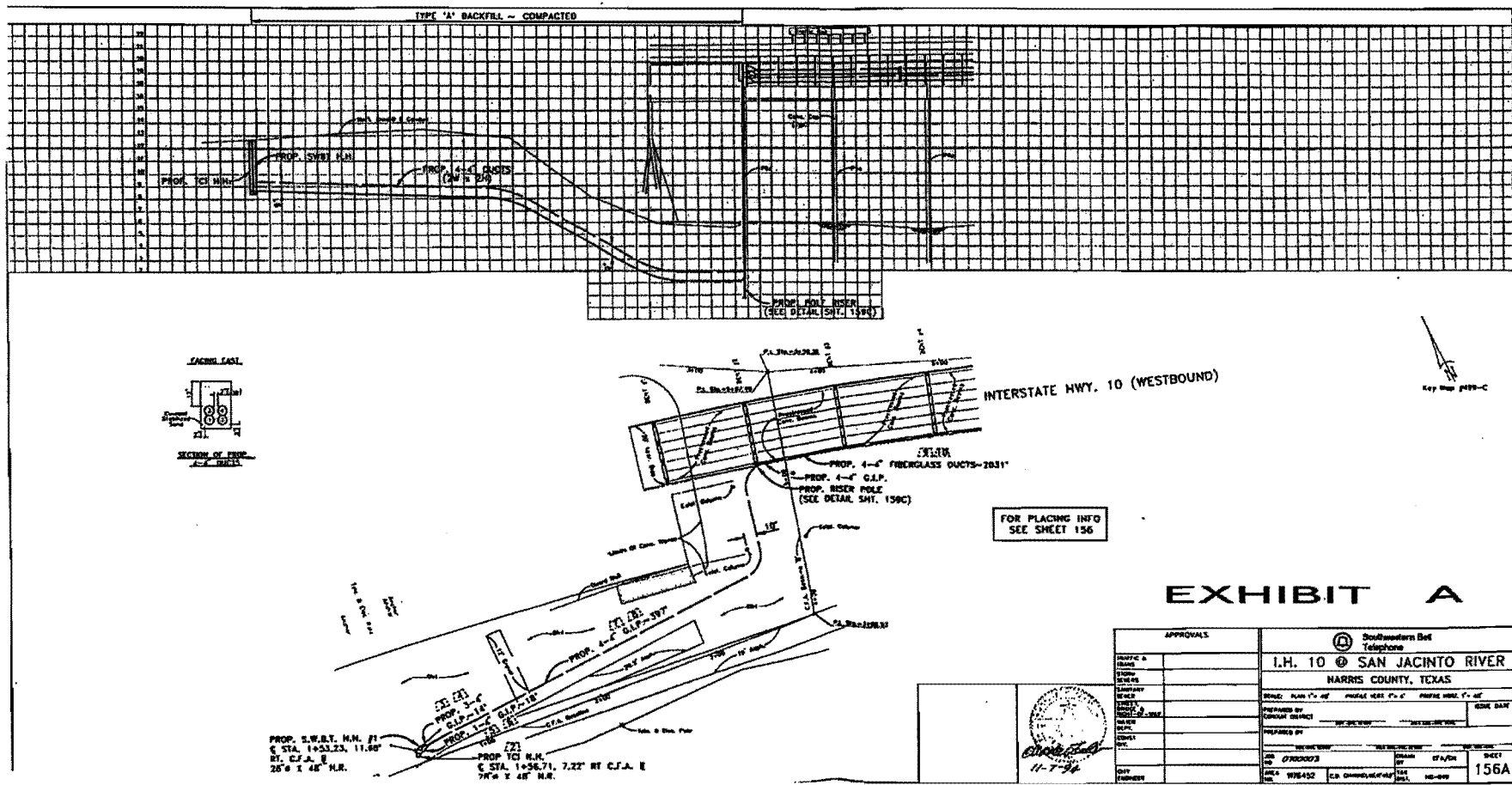
Phonoscope
01-0865



SW Bell
Permit 66-2697



[illegible]



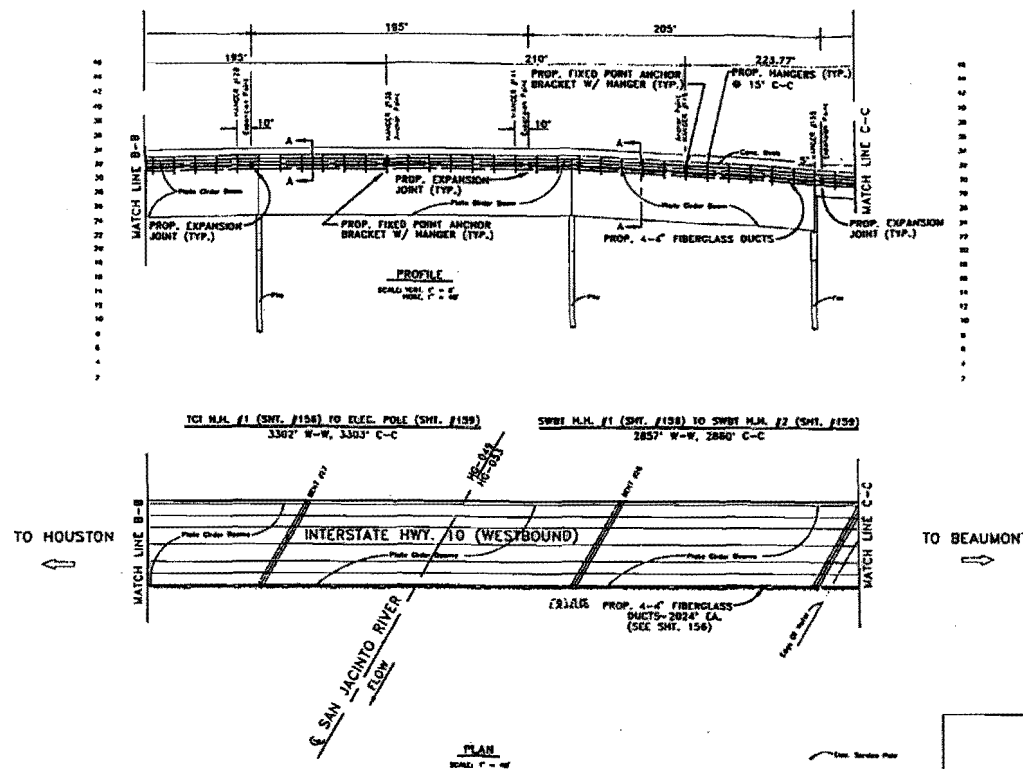
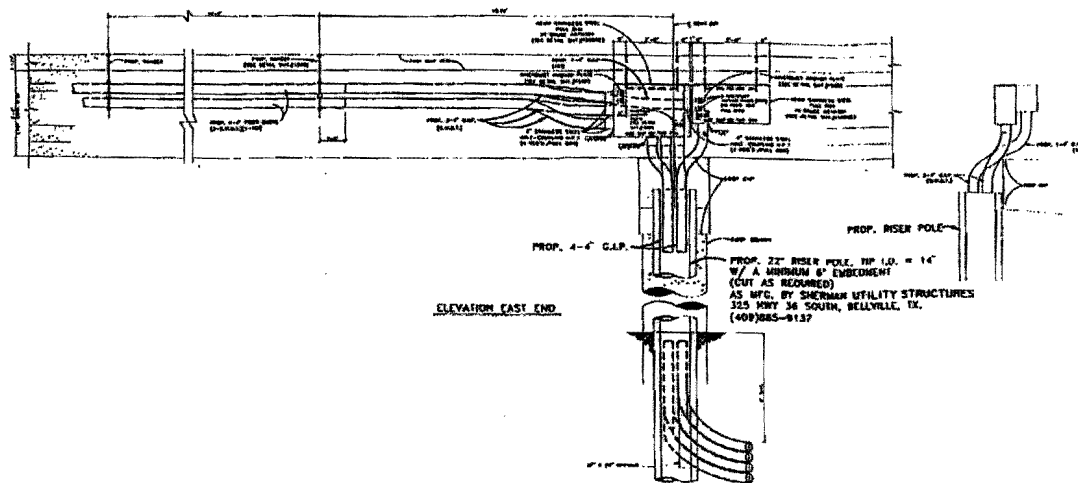
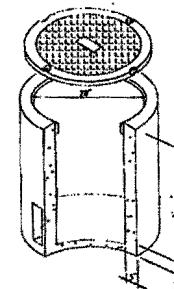
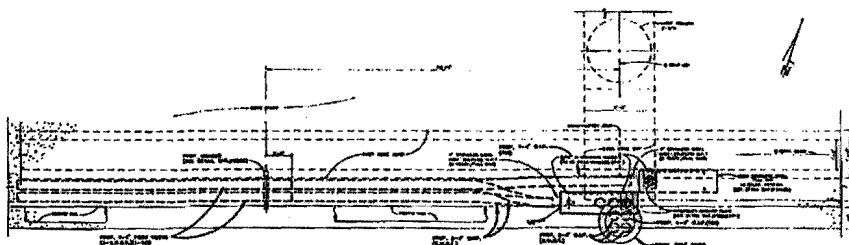


EXHIBIT A

| | | | |
|--|--|--|--|
| APPROVALS DESIGNED BY CHECKED BY DRAWN BY IN CHARGE DATE | | Southern Bell Telephone I.H. 10 @ SAN JACINTO RIVER HARRIS COUNTY, TEXAS SHEET NO. 158 | |
| PREPARED BY DATE DRAWN BY DATE | | SCALE 1" = 40' | |

ELEVATION EAST END

F0230-M48
QUICKSET® 28" DIAMETER
FIBER OPTICS SPLICING ENCLOSURE
N.T.S.

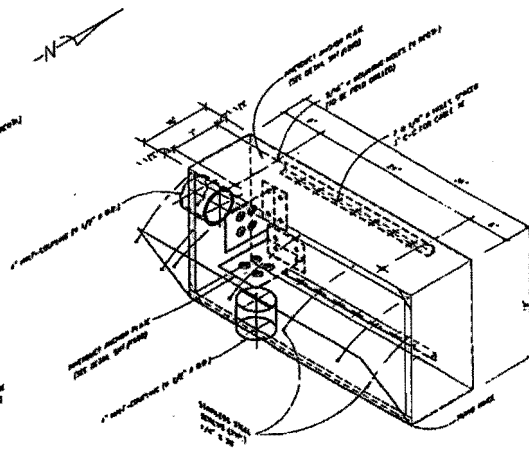


PLAN EAST CND

EXHIBIT A

[illegible]

S.W.B.T. STAINLESS STEEL PULL BOX
EAST END OF BRIDGE
MCMA 36" X 24" X 10" SS
SCALE: 1/8" = 1'-0"
AS BUILT BY MCMA ENGINEERING CO., INC.
5401 AVE. D
HOUSTON, TEXAS 77051
ON 10/24/81
713-861-7733



161 STAINLESS STEEL PULL BOX
EAST END OF BRIDGE
MEMA 30 X 18 X 10 SS
SCMT: 1 1/2" x 1'-0"
AS SHIP BY OFS ENGINEERING CO INC
8841 AVE. W.
ARLINGTON, TEXAS 76010
OR 817/261-2211
PFA-371-2211

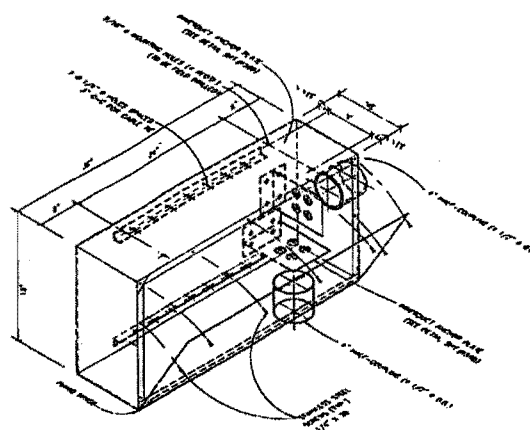
| BILL OF MATERIAL FOR PULL BOXES | | |
|---------------------------------|---|----------|
| ITEM | DESCRIPTION | QUANTITY |
| (A) | MEMA 36" x 24" x 10" PULL BOX PER DRAWING (S.W.B.T. EAST END) | 1 |
| (B) | MEMA 36" x 24" x 10" PULL BOX PER DRAWING (S.W.B.T. WEST END) | 1 |
| (C) | MEMA 36" x 18" x 10" PULL BOX PER DRAWING (ICI EAST END) | 1 |
| (D) | MEMA 36" x 18" x 10" PULL BOX PER DRAWING (ICI WEST END) | 1 |
| (E) | INNER-DUGIT ANCHOR PLATE (STAINLESS STEEL) | 8 |
| (F) | 1/2" x 1" - 13 THRD./IN. BOLTS 304SS | 32 |
| (G) | 1/2" LOCK WASHERS 304SS | 40 |
| (H) | 1/2" HYLON NUTS - 13 THRD./IN. 18-8 STAINLESS | 32 |
| (I) | 1/2" x 1" - 13 THRD./IN. BOLTS 304SS BOLTS TO BE DRILLED FOR 1/16" COTTER PINS (FOR MOUNTING S.W.B.T. BOX) | 4 |
| (J) | 3/16" LOCK WASHERS 304SS | 4 |
| (K) | 1 1/2" x 1" FLAT WASHERS 304SS (FOR MOUNTING S.W.B.T. BOX) | 4 |
| (L) | 3/16" HYLON NUTS - 13 THRD./IN. 18-8 STAINLESS | 4 |
| (M) | 1/2" x 1" - 13 THRD./IN. BOLTS 304SS BOLTS TO BE DRILLED FOR 1/16" COTTER PINS (ICI BOX) | 8 |
| (N) | 1 1/2" x 1" FLAT WASHERS 304SS | 16 |
| (O) | 1/16" COTTER PINS-STAINLESS | 12 |
| (P) | 1/2" x 20 STAINLESS STEEL SCREWS FOR FACE PLATE | 36 |

APPROX. WEIGHT FOR FULL BOX = 102 lbs.

EXHIBIT A

[illegible]

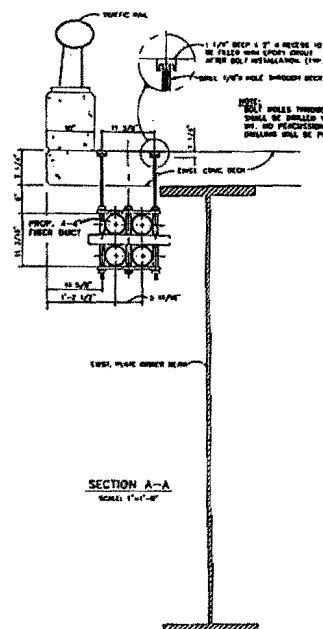
S.W.B.T. STAINLESS STEEL PULL BOX
WEST END OF BRIDGE
NEMA 36" X 24" X 10" SS
SCALE: 1/2" = 1'-0"
AS BFD. BY NEMA ENCLOSURE MFG. CO.
6020 AVE. G.
MILWAUKEE, WIS 53211
CR 100401041
712-926-2233



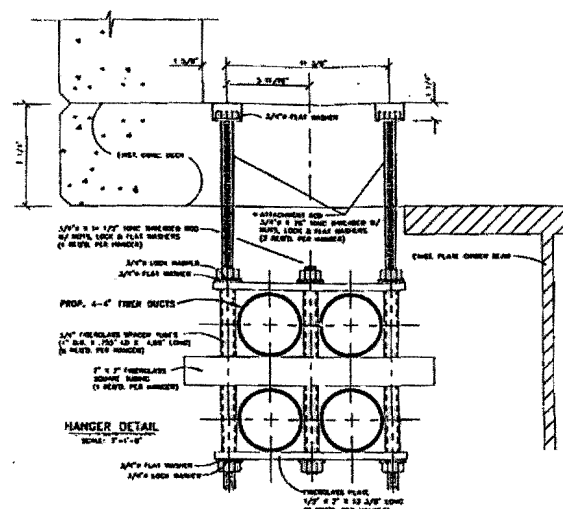
101 STAINLESS STEEL PULL BOX
WEST END OF BRIDGE
NEMA 56" X 18" X 10" SS
SOMER 1 1/2" x 1'-0"
HS. WFE. BY WELCO ENGINEERING CO. INC.
8021 AVE. G.
MERRIFIELD, ILLINOIS 60455
OR 815/461-1111
773-521-5733

[illegible]

COBB, FENDLEY & ASSOCIATES, INC JOB NO. 94200-01 F.B.I.



SECTION A-A
SCALE: 1/4\"/>



ALL ANCHOR PARTS TO BE HOT DIPPED GALVANIZED
IN ACCORDANCE WITH ASTM SPECIFICATION A-123

STRUCTURAL STEEL SHALL BE IN ACCORDANCE
WITH ASTM SPECIFICATION A-36.

BOLT, NUTS & WASHERS MUST BE IN ACCORDANCE
WITH ASTM SPECIFICATION A-325.

| BILL OF MATERIALS FOR CONDUIT HANGERS & EXPANSION JOINTS | | |
|---|--|---------------|
| ITEM | DESCRIPTION | NO. REQ'D. |
| 1 | AMERICAN U-CEL FIBERGLASS DUCT SUPPORT HANGER | 163 |
| | STANDARD HANGING FOR 4" - 6" FIBERGLASS DUCTS - 2 IN. 2 H THICK (FOR 4" FIBERGLASS HARDWARE) (APPROX. WEIGHT/HANGER = 15 LBS.) | |
| 2 | FIXED POINT ANCHOR BRACKET | 22 |
| | 1 EA. PER FIXED ANCHOR POINT | |
| 3 | AMERICAN U-CEL ATTACHMENT ROD | 44 |
| | 3/4" DIA. CONDUIT HANGERS / 8" HITS OD. 1/2" DIA. GALVANIZED (2 EA. PER FIXED POINT ANCHOR BRACKET) | |
| 4 | AMERICAN U-CEL FLAT WASHER | 44 |
| | 3/4" DIA. CONDUIT HANGERS / 8" HITS OD. 1/2" DIA. PER FIXED POINT ANCHOR BRACKET | |
| 5 | AMERICAN U-CEL SPLIT ANCHOR ROD #12351 | 88 |
| | 3/4" DIA. CONDUIT HANGERS / 8" HITS OD. 1/2" DIA. PER FIXED POINT ANCHOR BRACKET | |
| 6 | AMERICAN U-CEL NON-CASSETED EXPANSION JOINT #12353 | 12 |
| | 1" DIA. CONDUIT HANGERS / 8" HITS OD. 1/2" DIA. PER FIXED POINT ANCHOR BRACKET | |
| 7 | AMERICAN U-CEL FIBERGLASS CONDUIT #12350-04 | 9728* |
| | 4" DIA. CONDUIT HANGERS / 8" HITS OD. 1/2" DIA. PER FIXED POINT ANCHOR BRACKET | |

* ATTACHMENT RODS TO BE
3/4\"/>

HANGERS MANUFACTURED BY:
AMERICAN U-CEL
9740 SMITH RD.
WILLOWBROOK, OHIO 44094
TEL. (216)444-8027

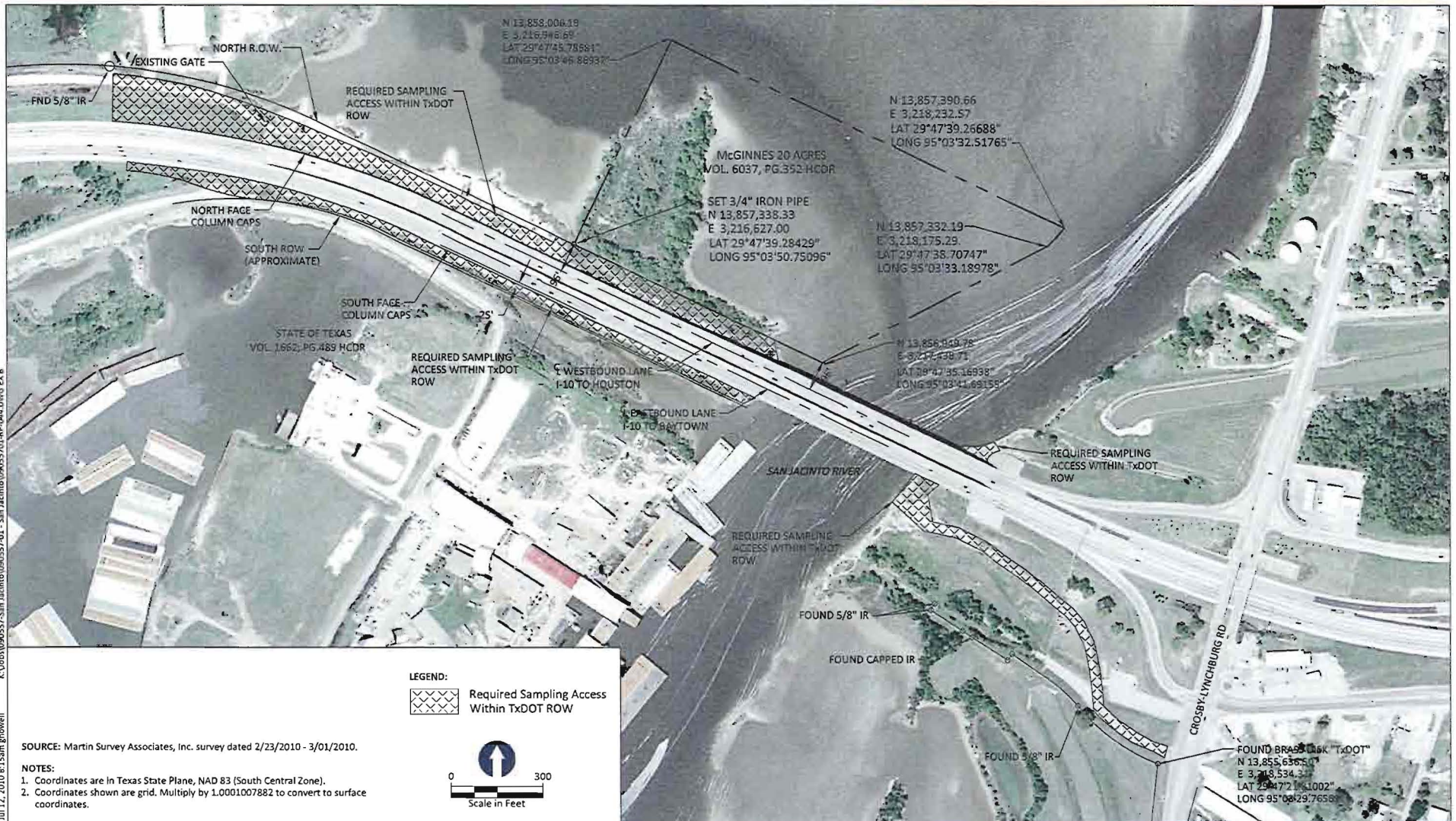
1. LANE CLOSURE OF L.H. 10 WILL BE PERMITTED FROM 6:00 A.M. UNTIL 5:00 P.M.
ON SATURDAYS AND SUNDAYS ONLY.
2. ALL BOLT HOLES DRILLED THROUGH THE BRIDGE DECK WILL BE FILLED WITH
SPRINT GROUT AFTER BOLT INSTALLATION.
3. S.W.B.E. CO. WILL PROVIDE ALL GALVANIZED IRON PIPE, FIBER GLASS PIPE, PIPE
HANGERS, ANCHOR BOLTS, BRACKETS, EXPANSION JOINTS, AND ASSOCIATED
HARDWARE FOR IDENTIFYING AND/OR PLACING FINAL BOWLS, HANGERS, AND
PRESTRESSED CONCRETE RISER POLES FOR THIS PROJECT.

EXHIBIT A

| | | | |
|--|---|---|---------------|
| APPROVALS | | Southwestern Bell Telephone I.H. 10 @ SAN JACINTO RIVER HARRIS COUNTY, TEXAS | |
| DRAWN BY CHECKED BY DESIGNED BY ENGINEER BY DATE | SCALE: AS SHOWN PREPARED BY REVIEWED BY DATE | SHEET NO. 159G | SHEET 159G |

CEMO, FENLEY & ASSOCIATES, INC. JOB NO. 9-2748-01 F.B.T.

K:\Jobs\090557-San Jacinto\090557-01 - San Jacinto\090557-01-RP-044.DWG EX 8
Jul 12, 2010 8:15am glowell



OPERATION OR PARKING OF VEHICLES UNDER OR WITHIN 10 FEET OF I-10 BRIDGES IS PROHIBITED.

Exhibit B
TxDOT ROW Sampling Access
San Jacinto River Waste Pits Site

EXHIBIT F

AMENDMENT TO LICENSE AGREEMENT

THIS AMENDMENT TO LICENSE AGREEMENT ("Amendment") is made as of the _____ day of September, 2010 ("Effective Date") by and between the Texas Department of Transportation ("State" or "Department"), on the one hand, and McGinnes Industrial Maintenance Corporation, a Texas corporation ("MIMC") and International Paper Company, a New York corporation ("International Paper"), on the other hand. MIMC and International Paper are together identified as "Licensees."

WHEREAS, the Department and Licensees entered into that certain License Agreement effective April 1, 2010 (the "Agreement") for the construction of certain fences (referred to in the Agreement as "Facilities") at the San Jacinto River Waste Pits Site (the "Site") by Licensees or Licensees' contractors on right of way owned by the Department at the request of U.S. Environmental Protection Agency ("EPA") and Harris County and in accordance with the EPA Orders (as defined in the Agreement).

WHEREAS, EPA has requested Licensees to construct additional fencing in the Department's right of way located on the west side of the San Jacinto River (identified in Exhibit A-1 of the Agreement) to further limit public access to the Site and to the San Jacinto River; and

WHEREAS, the State agrees that MIMC and IP, and their contractors, may use portions of the State's right of way for the construction, maintenance, and/or operation of the additions to the fences as described in this Amendment.

NOW THEREFORE, the parties agree as follows:

1. ADDITIONS TO FENCES.

The Agreement is amended so that, subject to the same terms and conditions as are set forth in the Agreement, the Department grants license and permission to Licensees to design, install, operate and maintain additions to the fence located in the area referred to in the Agreement as the "Site Fencing Area" and identified in Exhibit A-1 of the Agreement. The Department hereby approves the design and plans for construction of additions to the fence as set forth in Exhibit D attached hereto. Such fence additions are depicted in Figure D-1 attached hereto and shall hereby be incorporated into the definition of "Facilities" under the Agreement. It is expressly understood that the State, in entering into this Amendment, does not purport hereby to grant any right, claim, title or easement in or upon Department's highway right of way. It is expressly understood the Agreement as amended solely authorizes the construction, maintenance, and operation of the fences (as identified in the Agreement) and no other activities on the Subject Property.

The fence additions depicted in Figure D-1 include replacing an existing 12-foot wide access gate (previously constructed by Licensees) with a 24-foot wide access gate. It is expressly understood that the Department's agreement to the replacement of the gate does not change the activities authorized under the Agreement as amended, which solely authorizes the

construction, maintenance, and operation of the fences (as identified in the Agreement as amended) and no other activities on the Subject Property.

2. PARKING

Vehicles of Licensees or Licensees' contractors may be parked in the areas designated on the attached Exhibit D and Figure D-1, subject to the limitations contained on such figure regarding such activities. This permission is given solely for the work performed under the Agreement as amended and no other activities on the Subject Property.

3. INCORPORATION INTO AGREEMENT

Except as and to the extent set forth in this Amendment, the Agreement and all of its terms and conditions remain unamended and continue in full force and effect. This Amendment and all exhibits attached hereto shall be fully incorporated into the Agreement.

IN WITNESS WHEREOF, the State and Licensees have executed duplicate counterparts of this Amendment on the dates indicated below.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____ Date _____
Delvin L. Dennis, P.E.,
District Engineer, Houston District

MCGINNES INDUSTRIAL MAINTENANCE CORPORATION

By: _____ Date _____

INTERNATIONAL PAPER COMPANY

By: _____ Date _____



K:\Upd\090557-San Jacinto\090557-01 - San Jacinto\090557-01.RP-02B.dwg EA-A1
 Sep 28, 2010 8:32am gbowell

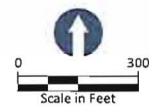
SOURCE: Martin Survey Associates, Inc. survey dated 2/23/2010 - 3/01/2010.

NOTES:

1. The north to south fence access to TxDOT shall be 8 feet tall, 2-inch mesh material and have top rails and line posts on 10-foot centers with concrete footings. Terminal posts will be trussed and braced. The remaining fence along the Big Star property will be a minimum of 6 feet tall, 2-inch mesh with top rails.
2. Access gates will be two 12-foot-wide leaves providing a 24-foot-wide opening.
3. Three strands of barbed wire on a pressed arm will be installed along the top of the fence and gates, making the completed system 9 feet tall.
4. The existing 12-foot wide access gate will be improved to provide two 12-foot-wide leaves, providing a 24-foot-wide opening.
5. Coordinates are in Texas State Plane, NAD 83 (South Central Zone).
6. Coordinates shown are grid. Multiply by 1.0001007882 to convert to surface coordinates.
7. The fence along TxDOT ROW along the southern property line is heavily overgrown and requires clearing prior to repair or replacement.
8. Abut existing fence from the north and east, with the option to install one 12-foot gated opening, field verified with property owner.

LEGEND:

- | | | | |
|--|---|--|----------------------------|
| | Proposed Fence Line | | Big Star Property Boundary |
| | River Fencing Area | | Column Caps |
| | McGinnes Property Boundary | | Existing Fence |
| | Texas Department of Transportation (TxDOT) Right-Of-Way (Approximate) | | |



OPERATION OR PARKING OF VEHICLES UNDER OR
 WITHIN 10 FEET OF I-10 BRIDGES IS PROHIBITED.

Figure D-1
 Site Fencing Area
 San Jacinto River Waste Pits Superfund Site

Exhibit D

Fence Addition - Installation, Operation, Maintenance and Removal - Site Fencing Area

Installation

The fence will meet or exceed Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, adopted by the Department June 1, 2004, item 550 chain link fencing. In general, the fence alignment will follow the alignment(s) shown on Figure D-1, which is attached, and will provide gated access north and south of the I-10 highway. Additionally, this installation requires that the existing 12-foot vehicle gate on the north side of the highway be widened. On the south right-of-way, the fence will run parallel to and below the guard rail height near the western limits. An end panel will be installed parallel with the bridge to control access around the western limits, with attachments to the concrete apron as previously utilized on the east bank fence system. No attachments will be made to the bridge structure. No trespassing/warning signs will be placed on the fence as required by the U.S. Environmental Protection Agency.

During installation, the contractor's staging, and equipment parking and operation will be restricted to the work corridor shown on Figure D-1 when working in the Department right-of-way

Operation and Maintenance

It is expressly understood the Agreement as amended solely authorizes the construction, maintenance, and operation of the fences (as identified in the Agreement) and no other activities on the Subject Property.

The fence and gates will be maintained by the Licensees for their use, including providing controlled access to their contractors, the Department, and appropriate regulatory agencies. The fence and access gates will be inspected monthly for damage and repaired or replaced in a timely manner.

Access through the gates will be restricted with locks. A separate lock with a combination or key will be provided to the Department for access to the work area. The Licensees request 24-hour written notice (or email) prior to entry to the Site Fencing Area for litter and debris removal, mowing and maintenance activities for compliance with the Site Health and Safety Plan. The Licensees will be responsible for removal of all litter, debris, and erosion control measures employed and related to their construction activities.

The Licensees will compile and provide the Department with a photographic report of the Site Fencing Area conditions before installing the fence and after removal.

Notifications

All notifications under this Exhibit D shall be made to the Licensees' designated representatives as follows:

McGinnes Industrial Maintenance Corporation:

Mr. Francis E. Chin
Sr. Counsel Regulatory/HSE
1001 Fannin Street, Suite 4000
Houston, Texas 77002

Tel: 713-328-7187
Fax: 713-287-2654
fchin@wm.com

Mr. Andrew Shafer, PE
District Manager, Closed Sites Management Group
9590 Clay Road
Houston, TX 77080
Tel: 713-772-9100 Ext. 109
Fax: 832-668-3188
DShafer@wm.com

Mr. Albert R. Axe, Jr.
Winstead PC
401 Congress Avenue, Suite 2100
Austin, TX 78701
Tel: 512-370-2806
Fax: 512-370-2850
aaxe@winstead.com

International Paper Company:

Mr. Phil Slowiak
Remediation Manager
International Paper
6400 Poplar Avenue
Memphis, TN 38197-0001
Tel: 901-419-3845
Fax: 901-214-9550
philip.slowiak@ipaper.com

Mr. John Cermak
Baker Hostetler
12100 Wilshire Boulevard
15th Floor
Los Angeles, CA 90025-7120
Tel: 310-442-8885
Fax: 310-820-8859
jcermak@bakerlaw.com